

RESOLUTION NO. 2020 - 271

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE TASK ORDER(S) NO: 04 & NO: 05 TO JONES EDMUNDS & ASSOCIATES, INC. UNDER RFQ NO: 20-21 (MASTER CONTRACT NO: 20-MCC-JON-11984) FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR THE BIG SOOEY AREA OF HASTINGS, FL AND THE SOUTH HOLMES BLVD. PROJECT AREA.

RECITALS

WHEREAS, On June 15, 2020, the County entered into a task order based continuing services contract with Jones Edmunds & Associates, Inc., and;

WHEREAS, the SJC Disaster Recovery, Public Works, & Engineering Departments require assistance with performing design, permitting, and services during construction; and;

WHEREAS, the scope of services will be including but not limited to providing: project management, meetings, communications, data collection, drainage improvements plans (hydrologic & hydraulic modeling, conceptual design), design (75% plans, 90% plans, final design submittal), permitting, bid-phase services, and services during construction, in accordance with both Task Order No. 04 & Task Order No. 05; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed task orders (attached hereto, an incorporated herein) and find that executing the task orders to complete the services serves a public purpose; and;

WHEREAS, the task orders will be in substantial conformance with the attached draft task orders.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to issue a task orders to Jones Edmunds & Associates, Inc. to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute a task orders in substantially the same form and format as the attached drafts on behalf of the County to provide the scope of services as specifically provided in the task orders.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of July, 2020.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

**ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT: Brandon Patty, Clerk**

By: Pam Halterman
Deputy Clerk

RENDITION DATE 7/23/20





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT TASK ORDER NO: 04

RFQ No. 20-21; Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects Master Contract No: 20-MCC-JON-11984

Consultant: Jones Edmunds & Associates, Inc. 730 NE Waldo Road Gainesville, FL 32641

Date: June 26, 2020

Project: Big Sooeey Drainage Improvements Project – Phase II

SCOPE OF WORK:

Task Order #04 is hereby issued to authorize Jones Edmunds & Associates, Inc. ("Consultant"), to perform design, permitting, and construction services, for the Big Sooeey area of Hastings, FL. Services to be provided shall include but are not limited to: project management, meetings, communications, data collection, drainage improvements plans (hydrologic & hydraulic modeling, conceptual design), design (75% plans, 90% plans, final design submittal), permitting, bid-phase services, and services during construction; as provided in the Consultant's proposal dated June 25, 2020 incorporated herein and attached hereto.

PAYMENT TERMS:

The County shall compensate the Consultant, under Task Order #04, an amount not to exceed five hundred eighty-six thousand six hundred four dollars (\$586,604.00), for work satisfactorily completed in accordance with the provisions of this task order, and with the Master Contract dated June 15, 2020.

SCHEDULE:

The Consultant shall commence work upon receipt of a fully executed Task Order. The Effective Date of this Task Order shall be the date of signature by an authorized St. Johns County Representative. Work shall be completed on or before August 31, 2022. Any worked performed prior to the full execution of this Task Order shall be at the Consultant's Own Risk.

Receipt of a fully executed copy of this Task Order #04 shall serve as Notice to Proceed for this project.

Jones Edmunds & Associates, Inc.

St. Johns County, Florida

Representative Signature:

Representative Signature:

Printed Name & Title:

Printed Name & Title: Leigh A. Daniels, CPPB, Assistant Purchasing Manager

Date:

Date:

All terms and conditions of the above-referenced contract dated June 15, 2020 remain in full force and effect. All invoices must reference Task Order #04. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.



Integrity • Knowledge • Service

June 25, 2020

Valerie Pacetti
Project Manager
St. Johns County Engineering Division
2750 Industry Center Road
St. Augustine, Florida 32084

RE: Big Soeey CDBG-DR Transportation & Drainage Projects
Design, Permitting, Bid-Phase Services and Services During Construction
Scope of Services and Fee Schedule
Contract No. 20-MCC-JON-XXXX
Jones Edmunds Opportunity No.: 95242-390-19

Dear Ms. Pacetti:

Jones Edmunds appreciates the opportunity to assist St. Johns County in addressing drainage issues in the Big Soeey area of Hastings. The project area flooded during Hurricane Matthew, including extensive flooding at the intersection of E St. Johns Avenue and Orange Street. The County obtained a CDBG-DR Grant from DEO to design and construct drainage improvements in these areas.

Based on previous studies we anticipate that the project will include replacing existing culverts under North Main Street and Wilson Road, elevating the intersection of E St. Johns Avenue and Orange Street and increasing the hydraulic capacity of the Big Soeey channel between North Main Street and East Ashland Avenue.

Under a previous Task Order Jones Edmunds performed preliminary meetings, data collection, and preliminary design. This Task Order will include design, permitting, bidding, and services during construction for the Big Soeey project. Per the CDBG-DR grant, the project shall be constructed by June 2022. The goal is to design and construct improvements to reduce flooding in future storm events.

Jones Edmunds' services for this Task Order will consist of:

- Coordination and attend project meetings.
- Obtain a geotechnical data to facilitate the project design.
- Obtain subsurface utility engineering (soft digs) to facilitate the project design.
- Perform Hydrologic & Hydraulic (H&H) modeling to confirm the project benefits.
- Prepare drainage calculations.
- Coordinate with the County to identify easements required for the project.
- Coordinate with public and private utilities for necessary relocations.
- Prepare Construction Drawings and Specifications.

- Submit permit applications to the applicable Regulatory Agencies. We anticipate submitting permit applications to the following agencies - St. Johns River Water Management District (SJRWMD), US Army Corps of Engineer (USACE), and Florida Department of Transportation (FDOT).
- Perform Bid-Phase Services.
- Perform Services During Construction.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND COMMUNICATIONS

Under a previous Task Order Jones Edmunds coordinated and attended a kick-off meeting with the County. This task order includes additional meetings. At the time of preparing this scope of work, the County and much of the State are under restricted meeting and travel requirements. Meetings may need to occur remotely via web conference.

Jones Edmunds will communicate with the County via telephone, email, and written correspondence on a regular and ongoing basis. The task includes up to three (3) meetings with the County to discuss the project. Additional meetings and communications include the following:

- Status Reporting: Weekly status updating to include a Plan of Action and Milestones (POA&M).
- Attend up to two public presentations and meetings associated with the project; along with County staff, and the County's designated CDBG-DR program workgroup.
- Executive level meeting once a month to maintain executive level engagement and support (status report).

This Task Order includes general CDBG related grant administration efforts to support the County Engineering Project Manager and/or Administration Disaster Recovery Project Manager.

TASK 2 – DATA COLLECTION

Jones Edmunds will subcontract for the following data collections services:

- Geotechnical exploration.
- Subsurface Utility Engineering (SUE soft digs).

This task will include a site visit to meet, and ongoing coordination, with our subconsultants performing the data collection.

This Task Order includes delineating required easements on the plan sheets and coordinate with the County to acquire necessary easements from FDOT and other private property

owners which are needed for construction of the proposed improvements. County staff will obtain the easements needed for the project.

TASK 3 – DRAINAGE IMPROVEMENTS PLANS

HYDROLOGIC & HYDRAULIC MODELING

Benefits will be evaluated based on modeled reductions in flood stages due to the proposed drainage improvements. We will update the existing County Regional Stormwater Model with the topographic surveys, and the proposed design to perform a hydrologic and hydraulic (H&H) analysis. We will use the H&H analysis to refine and confirm the benefits of the proposed drainage improvements and to support the environmental resource permit application.

CONCEPTUAL DESIGN

We will use the modeling results and existing information, to prepare up to two conceptual plans for the drainage improvements. We will meet with the County PM to discuss the alternatives and to obtain the County's direction regarding which alternative to pursue.

TASK 4 – DESIGN

75% DESIGN

Upon selection of the preferred alternative, Jones Edmunds will develop the 75% Plans.

Design criteria for the project will follow St. Johns County requirements and the requirements of Florida Department of Transportation's (FDOT) *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* (commonly referred to as the *Florida Greenbook*). We expect the Plans to include the following sheets:

- Title Sheet
- Legend, Index, and Abbreviations
- General Notes
- Key Map
- Existing Conditions
- Demolition Plans
- Typical Sections
- Roadway Plan and Profile Sheets
- Ditch Plan and Profile Sheets
- Intersection Detail Sheets
- Wetland Impact Plans
- Pavement Marking Plans
- Easement Plans
- Utility Relocation Plans

- Roadway Cross-sections (at 50-foot intervals plus driveway profiles)
- Ditch Cross-sections (at 50-foot intervals)
- Construction Details, including driveway repairs
- Stormwater Pollution Prevention Plans
- Traffic Control Plans
- Signing and Pavement Marking Plans
- Structural Plans (Headwalls)

Plans will be fully developed and submitted to the County for their review and approval. Thereafter, Jones Edmunds meet with the County to review the Plans and receive any comments regarding the design.

We will prepare draft Technical Specifications as part of the 75% Design Submittal. We will use FDOT and St. Johns County Standards where applicable. We will prepare bid form and measurement and payment sections in the technical specifications. We will work with County purchasing staff to incorporate contract front end documents with the technical specifications.

The following deliverables will be provided:

- 75% Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- 75% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

90% DESIGN SUBMITTAL

Jones Edmunds will prepare 90% Design Plans and Specifications by incorporating mutually agreed upon comments from the 75% Submittal.

The following deliverables will be provided:

- 90% Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- 90% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

FINAL DESIGN SUBMITTAL

Jones Edmunds will prepare Final Construction Plans and Specifications by incorporating relevant, in-Scope County comments from the 90% Submittal. The Final Construction Plans and Specifications will be used for bidding and construction.

The following deliverables will be provided:

- Final Construction Plans (signed and sealed): Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- Final Technical Specifications (signed and sealed): Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

TASK 5 – PERMITTING

Jones Edmunds anticipates that the project will require an environmental resource permit (ERP) from SJRWMD, USACE and FDOT. Prior to 75% design we will attend a pre-application meeting with SJRWMD. We will use the County-approved 75% Design Plans to develop the permit applications. We will prepare the permit documents for County signature and will submit the permit packages to the appropriate agencies. Jones Edmunds will be responsible for the permit fees, as a reimbursable not-to-exceed expense of \$6,000.

The following deliverables will be provided:

- SJRWMD individual ERP application.
- USACE Individual Permit application.
- FDOT Drainage Connection Permit application.
- Up to 2 RAI responses for each agency.

TASK 6 – BID-PHASE SERVICES

Jones Edmunds will perform the following Bid-Phase Services:

- Coordinate Front-End documents with the County.
- Attend a Pre-Bid Meeting.
- Respond to bidder questions.

TASK 7 –SERVICES DURING CONSTRUCTION

Jones Edmunds will perform the following Services During Construction:

- Prepare for and attend a Pre-Construction meeting with the County and the Contractor.
- Review up to twenty technical submittals and five requests for information (RFIs).
- Conduct one Substantial and one Final Completion walkthrough.
- Conduct monthly site visits to observe construction operations (eight site visits).
- Certify permit closeouts.

SCHEDULE

The project schedule will be mutually agreed by the County and Jones Edmunds. Table 1 presents the proposed project schedule:

Table 1 Project Schedule

Task	Duration	Start Date	End Date
Notice to Proceed (Assumed)	1 day	July 27, 2020	
Data Collection	60 days	July 27, 2020	September 27, 2020
75% Design	60 days	July 27, 2020	October 31, 2020
Permitting	115 days	October 31, 2020	April 25, 2021
90% Design	60 days	December 24, 2020	February 20, 2021
Final Design	60 days	February 20, 2021	April 21, 2021
Bidding	90 days	May 26, 2021	August 21, 2021
Construction	280 days	August 21, 2021	June 1, 2022

We assume that the County will require a 2-week review period to review each submittal.

COMPENSATION

Based on the Scope of Work described above, Table 2 presents compensation payable by the County to Jones Edmunds on a lump-sum fee, percent-complete basis:

Table 2 Compensation

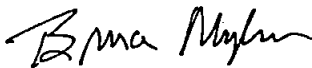
Tasks	Total Cost	% of Total Task
Task 1 – Project Management, Meetings, and Communications	\$82,514	84.9%
Task 2 – Data Collection	\$71,076	45.3%
Task 3 – H&H and Conceptual Plan	\$17,468	100%
Task 4 – Design	\$258,269	100%
Task 5 – Permitting	\$72,142	100%
Task 6 – Bid-Phase Services	\$26,347	100%
Task 7 – Services During Construction	\$58,788	100%
TOTAL	\$586,604	85.0%

PROPOSAL CLARIFICATIONS

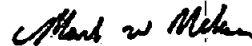
- Public Works staff familiar with drainage and roadway management in the County will be available for questions throughout project.
- Real Estate staff familiar with real property in the County will be available for questions throughout project.
- Archaeological surveying and permitting are excluded from this Scope of Work.
- Coordinating historical preservation is excluded from this Scope of Work.
- Hazardous materials (asbestos, metals, and polychlorinated biphenyls) investigation, testing, analysis, and abatement design are excluded from this Scope of Work.
- The Project Site is assumed to be free of soil and groundwater contamination.
- All Plans and Specifications will be prepared using English units.
- Any Easements required for the project will be prepared and obtained by the County.
- Landscaping plans are not included in this proposal.

If you have any questions or comments, please feel free to contact me at (352) 870-9038 or via email at mnelson@jonesedmunds.com.

Sincerely,



Bruce E. Myhre, PhD, PE, PMP
Project Manager
730 NE Waldo Road



Mark W. Nelson, PE
Project Director
Gainesville, Florida 32641

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Attachment: Project Fee Estimate



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT TASK ORDER NO: 05

RFQ No. 20-21; Professional Engineering Services for
Three (3) CDBG-DR Transportation & Drainage Projects
Master Contract No: 20-MCC-JON-11984

Consultant: Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, FL 32641

Date: June 26, 2020

Project: South Holmes Drainage Improvements Project – Phase II

SCOPE OF WORK:

Task Order #05 is hereby issued to authorize Jones Edmunds & Associates, Inc. ("Consultant"), to perform design, permitting, bidding, and construction services, for the South Holmes Blvd. project area. Services to be provided shall include but are not limited to: project management, meetings, communications, data collection, drainage improvements plans (hydrologic & hydraulic modeling, conceptual design), design (75% plans, 90% plans, final design submittal), permitting, bid-phase services, and services during construction; as provided in the Consultant's proposal dated June 25, 2020 incorporated herein and attached hereto.

PAYMENT TERMS:

The County shall compensate the Consultant, under Task Order #05, an amount not to exceed six hundred eleven thousand three hundred eighteen dollars (\$611,318.00), for work satisfactorily completed in accordance with the provisions of this task order, and with the Master Contract dated June 15, 2020.

SCHEDULE:

The Consultant shall commence work upon receipt of a fully executed Task Order. The Effective Date of this Task Order shall be the date of signature by an authorized St. Johns County Representative. **Work shall be completed on or before August 31, 2022.** Any work performed prior to the full execution of this Task Order shall be at the Consultant's Own Risk.

Receipt of a fully executed copy of this Task Order #05 shall serve as Notice to Proceed for this project.

Jones Edmunds & Associates, Inc.

Representative
Signature: _____

Printed Name
& Title: _____

Date: _____

St. Johns County, Florida

Representative
Signature: _____

Printed Name
& Title: Leigh A. Daniels, CPPB,
Assistant Purchasing Manager

Date: _____

All terms and conditions of the above-referenced contract dated June 15, 2020 remain in full force and effect. All invoices must reference Task Order #05. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.



Integrity • Knowledge • Service

June 25, 2020

Valerie Pacetti
Project Manager
St. Johns County Engineering Division
2750 Industry Center Road
St. Augustine, Florida 32084

RE: South Holmes Blvd CDBG-DR Transportation & Drainage Projects
Final Design, Permitting, Bidding, and Services During Construction
Scope of Services and Fee Schedule
Contract No. 20-MCC-JON-XXXX
Jones Edmunds Opportunity No.: 95242-390-19

Dear Ms. Pacetti:

Jones Edmunds appreciates the opportunity to assist St. Johns County in addressing drainage issues in the South Holmes Blvd area of St. Augustine. The project areas flooded during Hurricane Matthew, including extensive flooding upstream of the railroad tracks at South Holmes Blvd. The County obtained a CDBG-DR Grant from DEO to design and construct drainage improvements in these areas.

Based on previous studies we anticipate that the South Holmes Blvd drainage and conveyance improvements will have three project sub-areas along South Holmes Boulevard including: College Park, Collier Heights and Clark Addition, and The Lakes.

The College Park sub-area improvements will include widening the existing ditch adjacent to the Florida East Coast (FEC) railroad tracks approximately 2,700 linear feet upstream and 550 linear feet downstream of South Holmes Blvd (ditch will be widened into the adjacent existing County right-of-way) and replacing an existing culvert under South Holmes Blvd at the FEC railroad tracks with double 4'x7' box culverts within the widened ditch area. These improvements will help increase conveyance of stormwater to the Fox Creek Regional Stormwater Facility.

If the ditch and pipe crossing are upsized as part of the College Park sub-area improvements stated above, several improvements can be constructed in the Collier Heights and Clark Addition subdivisions. Capacity improvements can be made at the following locations to create further flood-reduction benefits by more efficiently conveying water to the FEC railroad ditch and/or Simms Pit to the south.

- Replace an existing 18" CMP under Puryear Street with a 24-inch pipe (or equivalent).
- Replace an existing 15" CMP under Collier Boulevard with a 24-inch pipe (or equivalent).

- Construct an inlet and pipe connection from South Holmes Boulevard and Simms Pit Road to drain runoff from this area into Simms Pit (coordination with FDOT will be necessary due to proximity to State Road 313 design alignment).
- Construct a drop structure from the wetland south of Collier Boulevard into Simms Pit to divert water into Simms Pit during extreme rainfall events.
- Replace an existing 24" CMP under Collier Boulevard between Volusia Street and St. Johns Street with three 24-inch pipes (or equivalent).
- Replace an existing 18" CMP under 9th Street just west of Volusia Street with three 24-inch pipes (or equivalent).
- Replace an existing 30" CMP under 7th Street between Volusia Street and Brevard Street with three 30-inch pipes (or equivalent).
- Construct an additional 30-inch pipe (or equal) under 4th Street just west of Volusia Street to provide additional capacity to handle the increased flows from the upstream pipe capacity improvements.
- Construct a new 24-inch pipe under 7th Street between South Orange Street and Brevard Street.

The Lakes sub-area improvements will include constructing an outfall structure and approximately 2,000 linear feet of 30-inch pipe at the south end of the existing borrow pit, that The Lakes Subdivision drains to, and discharging into Fox Creek west of South Holmes Blvd. These improvements will also include replacing an existing 24" CMP under Natalie Road at the intersection of Kerri Lynn Road with a 36-inch pipe (or equal) and replacing an existing driveway culvert to match the new upstream pipe under Natalie Road. The existing ditches at the intersection of Kerri Lynn Road and Natalie Road will also be regraded to restore positive drainage flow to the borrow pit.

This Task Order is for the design, permitting, bidding, and services during construction for the South Holmes Blvd projects. Per the CDBG-DR grant, the project shall be constructed by August 2022. The goal is to design and construct improvements to reduce flooding in future storm events.

Jones Edmunds' services will consist of:

- Obtain geotechnical data to facilitate the project design.
- Obtain subsurface utility engineering (soft digs) to facilitate the project design.
- Identify and locate regulated wetlands within the project area.
- Perform Hydrologic & Hydraulic (H&H) modeling to confirm the project benefits.
- Prepare drainage calculations.
- Coordinate with the County to identify easements required for the project.
- Coordinate with public and private utilities for necessary relocations.
- Prepare Construction Drawings and Specifications.
- Submit permit applications to the applicable Regulatory Agencies. We anticipate submitting permit applications to the following agencies - St. Johns River Water Management District (SJRWMD) and US Army Corps of Engineer (USACE).

- Perform Bid-Phase Services.
- Perform Services During Construction.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND COMMUNICATIONS

Jones Edmunds will attend a kick-off meeting with the County. At the time of preparing this scope of work, the County and much of the State are under restricted meeting and travel requirements. Meetings may need to occur remotely via web conference. The kick-off meeting will address the following items:

- Identify the team roles and responsibilities for Jones Edmunds and the County.
- Establish the project schedule.
- Develop a coordination plan.
- Discuss design alternatives.
- Determine the key factors of success for the project.

Jones Edmunds will communicate with the County via telephone, email, and written correspondence on a regular and ongoing basis. The task includes up to five (5) meetings with the County to discuss the project. Additional meetings and communications include the following:

- **Status Reporting:** Weekly status updating to include a Plan of Action and Milestones (POA&M).
- Attend up to two public presentations and meetings associated with the project; along with County staff, and the County's designated CDBG-DR program workgroup.
- Executive level meeting once a month to maintain executive level engagement and support (up to 12 meetings).

Jones Edmunds also anticipates general CDBG related grant administration efforts to support the County Engineering Project Manager and/or Administration Disaster Recovery Project Manager.

TASK 2 – DATA COLLECTION

Jones Edmunds will subcontract for the following data collections services:

- Geotechnical exploration.
- Subsurface Utility Engineering (SUE soft digs).

This task will include a site visit to meet, and ongoing coordination, with our subconsultants performing the data collection.

This Task Order includes delineation of required easements on the plan sheets and coordinate with the County to acquire necessary easements from the FEC railroad and other private property owners which are needed for construction of the proposed improvements. County staff will obtain the easements needed for the project.

TASK 3 – DRAINAGE IMPROVEMENTS PLANS

HYDROLOGIC & HYDRAULIC MODELING

Benefits will be evaluated based on modeled reductions in flood stages due to the proposed drainage improvements. We will update the existing County Regional Stormwater Model with the topographic surveys and the proposed design to perform a hydrologic and hydraulic (H&H) analysis. We will use this H&H analysis to refine and confirm the benefits of the proposed drainage improvements and to support the environmental resource permit application.

CONCEPTUAL DESIGN

We will use the modeling results and existing information to prepare up to two conceptual plans for the drainage improvements. We will meet with the County PM to discuss the alternatives and to obtain the County's direction regarding which alternative to pursue.

- Conceptual Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

TASK 4 – DESIGN

75% DESIGN

Upon selection of the preferred alternative, Jones Edmunds will develop 75% Plans. This Task Order is to fully develop and submit the 75% design

Design criteria for the project will follow St. Johns County requirements and the requirements of Florida Department of Transportation's (FDOT) *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* (commonly referred to as the *Florida Greenbook*). We expect the Plans to include the following sheets:

- Title Sheet
- Legend, Index, and Abbreviations
- General Notes
- Key Map
- Existing Conditions
- Demolition Plans
- Typical Sections

- Plan and Profile Sheets
- Grading and Drainage Plans
- Wetland Impact Plans
- Easement Plans
- Utility Relocation Plans
- Ditch Regrading Cross-sections (at 50-foot intervals)
- Roadway Cross-sections (at 50-foot intervals)
- Construction Details, including roadway repairs
- Stormwater Pollution Prevention Plans
- Traffic Control Plans
- Signing and Pavement Marking Plans
- Structural Plans (Headwalls)

Jones Edmunds will submit the 75% design to the County for their review and approval. Thereafter, Jones Edmunds will meet with the County to review the Plans and receive comments regarding the design.

Also, under this Task Order, we will prepare draft Technical Specifications as part of the 75% Design Submittal. We will use FDOT and St. Johns County Standards where applicable. We will prepare bid form and measurement and payment sections in the technical specifications. We will work with County purchasing staff to incorporate contract front end documents with the technical specifications.

The following deliverables will be provided:

- 75% Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- 75% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

90% DESIGN SUBMITTAL

Jones Edmunds will prepare 90% Design Plans and Specifications by incorporating mutually agreed upon comments from the 75% Submittal.

The following deliverables will be provided:

- 90% Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- 90% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

FINAL DESIGN SUBMITTAL

Jones Edmunds will prepare Final Construction Plans and Specifications by incorporating relevant, in-Scope County comments from the 90% Submittal. The Final Construction Plans and Specifications will be used for bidding and construction.

The following deliverables will be provided:

- Final Construction Plans (signed and sealed): Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- Final Technical Specifications (signed and sealed): Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

TASK 5 – PERMITTING

Jones Edmunds anticipates that the project will require an Environmental Resource Permit (ERP) from SJRWMD and an Individual Permit from the USACE. Prior to 75% design we will attend a pre-application meeting with SJRWMD. We will use the County-approved 75% Design Plans to develop the permit applications. We will prepare the permit documents for County signature and will submit the permit packages to the appropriate agencies. We will also submit a permit application for the County Development Review for Floodplain Compensation and Right of Way permitting. Jones Edmunds will be responsible for the permit fees, as a reimbursable not-to-exceed expense of \$11,260.

The following deliverables will be provided:

- SJRWMD individual ERP application.
- USACE Individual Permit application.
- County Floodplain Compensation and Right of Way Permit application (if necessary)
- Up to 2 RAI responses for each agency

TASK 6 – BID-PHASE SERVICES

Jones Edmunds will perform the following Bid-Phase Services:

- Coordinate Front-End documents with the County.
- Attend a Pre-Bid Meeting.
- Respond to bidder questions.

TASK 7 – SERVICES DURING CONSTRUCTION

Jones Edmunds will perform the following Services During Construction:

- Prepare for and attend a Pre-Construction meeting with the County and the Contractor.

- Review up to fifteen technical submittals and five requests for information (RFIs).
- Conduct one Substantial and one Final Completion walkthrough.
- Conduct monthly site visits to observe construction operations (eight site visits).
- Certify permit closeouts.

SCHEDULE

The project schedule will be mutually agreed by the County and Jones Edmunds. Table 1 presents the proposed project schedule:

Table 1 Project Schedule

Task	Duration	Start Date	End Date
Notice to Proceed (Assumed)	1 day	July 27, 2020	
Data Collection	60 days	July 27, 2020	September 27, 2020
75% Design	60 days	July 27, 2020	October 31, 2020
Permitting	115 days	October 31, 2020	April 25, 2021
90% Design	60 days	December 24, 2020	February 20, 2021
Final Design	60 days	February 20, 2021	April 21, 2021
Bidding	90 days	May 26, 2021	August 21, 2021
Construction	340 days	August 21, 2021	August 31, 2022

We assume that the County will require a 1-week review period to review each submittal.

COMPENSATION

Based on the Scope of Work described above, Table 2 presents compensation payable by the County to Jones Edmunds on a lump-sum fee, percent-complete basis:

Table 2 Compensation

Tasks	Total Cost	% of Total Task
Task 1 – Project Management, Meetings, and Communications	\$ 88,469	88.1%
Task 2 – Data Collection	\$72,910	34.8%

Tasks	Total Cost	% of Total Task
Task 3 – H&H and Conceptual Plan	\$22,476	100%
Task 3 – Design	\$276,390	100%
Task 4 – Permitting	\$76,393	100%
Task 5 – Bid-Phase Services	\$16,929	100%
Task 6 – Services During Construction	\$57,751	100%
Total	\$611,318	80.6%

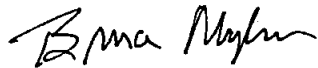
PROPOSAL CLARIFICATIONS

- Public Works staff familiar with drainage and roadway management in the County will be available for questions throughout project.
- Real Estate staff familiar with real property in the County will be available for questions throughout project.
- Archaeological surveying and permitting are excluded from this Scope of Work.
- Coordinating historical preservation is excluded from this Scope of Work.
- Hazardous materials (asbestos, metals, and polychlorinated biphenyls) investigation, testing, analysis, and abatement design are excluded from this Scope of Work.
- The Project Site is assumed to be free of soil and groundwater contamination.
- All Plans and Specifications will be prepared using English units.
- Any Easements required for the project will be prepared and obtained by the County.
- Landscaping plans are not included in this proposal.

If you have any questions or comments, please feel free to contact me at (352) 377-5821 or via email at mnelson@jonesedmunds.com.

Sincerely,

Valerie Pacetti
June 25, 2020
Page 9



Bruce E. Myhre, PhD, PE, PMP
Project Manager
730 NE Waldo Road



Mark W. Nelson, PE
Project Director
Gainesville, Florida 32641

Y:\19270-St Johns Co\Projects\181-03 South Holmes Blvd Drainage Improvements\Contracts\South Holmes Blvd - Scope of Services Final Design and Permitting.docx

Attachment: Project Fee Estimate



CONTRACT AGREEMENT
RFQ NO: 20-21
Professional Engineering Services for Three (3) CDBG-DR
Transportation & Drainage Projects
Master Contract #: 20-MCC-JON-11984

This Contract Agreement (Agreement) is made as of this 15th day of June, 2020, ("Effective Date") between St. Johns County, FL ("County"), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and Jones Edmunds & Associates, Inc. ("Consultant"), authorized to do business in the state of Florida, with mailing address: 730 NE Waldo Road; Gainesville, FL 32641; Phone: (352) 377-5821 Email: mnelson@jonesedmunds.com.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, as of the Effective Date shown above, and shall be in effect for a contract term of three (3) calendar years, and may be renewed for a one (1) year renewal period. Renewal of this Agreement shall be contingent upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of legally appropriated funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- Appendix A - CDBG-DR Required Contract Clauses;
- St. Johns County Request for Qualifications No. 20-21 and all issued Addenda (Exhibit A);
- Florida Department of Economic Opportunity Agreement # H2338 and all issued Amendments (Exhibit B);
- Consultant Scope of Services and Fee Schedule: Big Soeey, Santa Rosa, & South Holmes (Exhibit C);
- Any task order, or any amendment or change order to an issued task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Part III of St. Johns County Request for Qualifications No: 20-21.

Services provided by the Consultant shall be under the general direction of the respective St. Johns County Department requesting services, or the St. Johns County Purchasing Department, who shall act as the County's representative during the performance of services under this Agreement.

The Consultant shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's services, work, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE 4 – TASK ORDERS

The Consultant shall not perform any services under this Agreement until a task order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. No Task Order will be issued for over \$200,000.00 unless approved by the Board of County Commissioners or the County Administrator under executive order for a declared event. Any work performed by the Consultant without a fully executed Task Order shall be at the Consultant's Own Risk, and shall be subject to non-payment by the County. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 herein, prior to the provision of the services by the Consultant.

Compensation for each Task Order shall be based on the method of payment as stated in each Task Order in accordance with the Consultant Rate Sheet provided by the Consultant, approved by the County, and incorporated herein as Exhibit "C". The Consultant shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate.

It is expressly understood that Consultant is not entitled to the amount of compensation set forth in any given task order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion and delivery of all work product and deliverables noted in each task order.

The maximum amount available as compensation under this Agreement shall not exceed One Million Five Hundred Eighty-Five Thousand Four Hundred Ninety-Three Dollars (\$1,585,493.00).

The Consultant shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

Though there is no billing form or format pre-approved by either the County, or the Consultant, invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Consultant, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.

This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this Agreement.

Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.

Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Consultant shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
Mark W. Nelson, PE	Project Director	352-377-5821	mnelson@jonesedmunds.com
Alan Foley, PE	QA/QC	352-377-5821	afoley@jonesedmunds.com
Bruce Myhre, PhD, PE	Project Manager	352-377-5821	bmyhre@jonesedmunds.com

ARTICLE 9 – SUBCONTRACTING

The County reserves the right to approve the use of any sub-consultant, or to reject the selection of a particular sub-consultant, and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform the work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-consultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-consultant, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 10 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant performance under this Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly

noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 12 - INSURANCE

The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the state of Florida. The Consultant shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 13 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing

at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 17 - NO THIRD PARTY BENEFICIARIES

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Consultant is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 19 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 20 - ARREARS

The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 21 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all documents and

materials prepared by and for the County under this Agreement.

Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 - INDEPENDENT CONSULTANT RELATIONSHIP

With respect to the Consultant's performance of all work services and activities under this Agreement, the Consultant shall be an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 23 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five days written notice.

ARTICLE 25 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 27 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

ARTICLE 29 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 30 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Consultant shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 31 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 32 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 33 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL
32084

and if sent to the Consultant shall be mailed to:

Jones Edmunds & Associates, Inc.
Attn: Mark Nelson
730 NE Waldo Road
Gainesville, FL 32641

ARTICLE 34 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 35 - PUBLIC RECORDS

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Consultant's performance under this Contract constitutes an act on

behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sicfl.us.

ARTICLE 36 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the County or their authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

ARTICLE 39 – INCORPORATION OF CDBG-DR REQUIRED CONTRACT CLAUSES

The Consultant's performance under this Agreement shall be subject to the CDBG-DR Required Contract Clauses

attached as Appendix A hereto, the contents of which are incorporated herein.

ARTICLE 40 – INCORPORATION OF FLORIDA DEO AGREEMENT

The Consultant's performance under this Agreement shall be subject to terms of Florida Department of Economic Opportunity (agreement # H2338) attached as Exhibit B hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Agreement on the day and year below noted.



COUNTY:

St. Johns County, FL (Seal)

Full Name

By: *Leigh A. Daniels*
(County Representative Signature)

Leigh A. Daniels, CPPB, Assistant Purchasing Manager
(Printed Name & Title)

6/15/20
(Date of Execution)

CONSULTANT:

Jones Edmunds & Associates, Inc. (Seal)

Full Legal Company Name

By: *Stanley F. Ferreira, Jr.*
(Consultant Representative Signature)

Stanley F. Ferreira, Jr., PE, President & CEO
(Printed Name & Title)

June 11, 2020
(Date of Execution)

BCunningham 6/11/2020

ATTEST:

**St. Johns County, FL
Clerk of Courts**

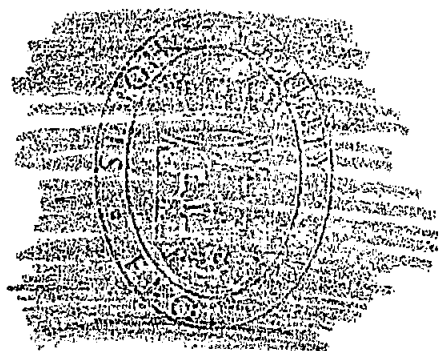
By: *Michelle M. Deo*
Deputy Clerk

6-15-2020
Date of Execution

LEGALLY SUFFICIENT:

[Signature]
Deputy County Attorney

6/18/20
Date of Execution



ST JOHNS COUNTY

JUN 12 '20

PURCHASING

APPENDIX A

CDBG-DR REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,

1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
- c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in

which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

- a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.
- g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

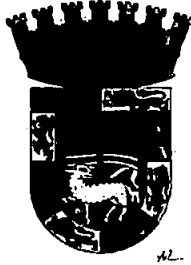
13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS
Master Contract #: 20-MCC-JON-11984**

EXHIBIT "A"

Request for Proposals & Issued Addenda
(separate attachment)



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFQ NO: 20-21
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR
TRANSPORTATION & DRAINAGE PROJECTS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904-209-0150
www.sjcfi.us/Purchasing/Index.aspx**

FINAL 1/15/2020

REQUEST FOR QUALIFICATIONS (RFQ) NO: 20-21
PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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**ST. JOHNS COUNTY, FL – REQUEST FOR QUALIFICATIONS (RFQ) NO: 20-21
PROFESSIONAL ENGINEERING SERVICES FOR
THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting Qualifications for **RFQ No: 20-21; Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects.** Interested and qualified respondents may submit Qualifications, according to the requirements described herein, to the St. Johns County Purchasing Department. **All Qualifications MUST be submitted by or before 4:00 P.M. (EST) on Thursday, February 27, 2020.** Any packages delivered to or received by purchasing after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA) St. Johns County is soliciting Qualifications from firms to provide Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects which are supported by U.S Department of Housing and Urban Development (HUD) programs such as the Community Development Block Grant – Disaster Recovery (CDBG-DR). Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has identified transportation and drainage projects at three (3) countywide locations Big Soeey, South Holmes Boulevard, and Santa Rosa Subdivision. The intent of this RFQ is to qualify firms using the established selection criteria provided herein in order to shortlist firms to participate in presentations for final selection.

There will be a **Non-Mandatory Pre-Submittal Meeting on Thursday, February 6, 2020** at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room. Attendance at the pre-submittal meeting is ***not*** required in order to submit Qualifications, but is highly recommended to ensure sufficient understanding of the project requirements.

RFQ Documents are available for downloading from *Onvia Demandstar, Inc.*, at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #20-21. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all **questions** or requests for information relating to this Request for Qualifications shall be **submitted in writing** to the designated point of contact by or before close of business (5:00 P.M.) on **Thursday, February 13, 2020.**

Designated Point of Contact: April Bacon, Disaster Recovery Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: abacon@sjcfl.us

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Jaime Locklear, MPA, CPPO, CPPB, Purchasing Manager, at jlocklear@sjcfl.us.

Interested firms shall not contact, lobby, or otherwise communicate with any St. Johns County staff member, including any member of the Board of County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC Policy, any such communication shall result in disqualification from consideration for award of a contract for these services.

Qualifications **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFO No: 20-21; Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects.** Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Deliver or Ship RFQ Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Any respondent, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of Qualifications or Request for Qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

The St. Johns County Board of County Commissioners reserves the right to reject any or all submitted Qualifications, waive minor formalities or award to/negotiate with any firm whose submitted Qualifications best serves the interest of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON PATTY, CLERK

BY: _____
Deputy Clerk

PART II: INTRODUCTION

A. BACKGROUND

St. Johns County is soliciting sealed RFQ packages from qualified firms to provide Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects which are funded by U.S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program. Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has identified transportation and drainage projects at three (3) countywide locations which will be the focus of this RFQ; those locations are: Big Soeey Drainage and Conveyance, South Holmes Boulevard Drainage, and Santa Rosa Subdivision Stormwater Drainage.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least seventy percent (70%) of the grant amount awarded is expended for activities that benefit such persons. Funds will be used for: sustaining transportation and drainage system assets and addressing/improving infrastructure impacted by inclement weather conditions in the most impacted and distressed areas.

B. OBJECTIVES

The selected Consultant must possess the capacity and the capability to provide:

- Engineering services for CDBG-DR projects including, but not limited to, engineering design, permitting, preparation of technical specifications, construction management/administration through to project close-out; as well as any additional engineering services for the three (3) projects described in the scope below; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent;
- Manage multiple roadway and drainage improvement projects simultaneously;
- Ensure all project documentation conforms to CDBG-DR recordkeeping requirements; and
- Successfully complete assigned projects under-budget and within contractual time limitations.

C. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events provided below for this Request for Qualifications (RFQ), and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Qualifications	January 20, 2020
Pre-Submittal Meeting (Non-Mandatory)	February 6, 2020
Deadline for Questions	February 13, 2020
Issuance of Final Addendum	February 20, 2020
Qualification Submission Deadline	February 27, 2020
Evaluation of Submitted Qualifications	March 5, 2020
Presentation by Shortlisted Firms & Evaluation Meeting	March 12, 2020
Presentation of Award Recommendation to SJC BOCC	April 7, 2020
Issuance of Notices of Award & Contracts	April 22, 2020

D. DUE DATE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, February 27, 2020**. Any packages received after this deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

Qualifications shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

E. PRE-SUBMITTAL MEETING

There will be a **Non-Mandatory Pre-Submittal Meeting on Thursday, February 6, 2020** at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room. Attendance is ***not*** required at the Pre-Submittal Meeting in order to be eligible to submit

Qualifications for this project, but it is highly recommended in order to ensure sufficient understanding of project requirements.

F. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ shall be directed, *in writing*, to the following Designated Point of Contact: April Bacon, Disaster Recovery Procurement Coordinator at abacon@sjcfl.us.

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Jaime Locklear, MPA, CPPO, CPPB, Purchasing Manager, at jlocklear@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

G. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before five o'clock (5:00 P.M.) EST on **Thursday, February 13, 2020**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the County.

H. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

All copies of acknowledged addenda, if applicable, must be submitted in **Section 8: Administrative Information**.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for Qualifications. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Qualifications.

I. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

J. PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are public record. Proposers should identify specifically any information contained in their qualifications which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the Qualifications may result in such information being subject to release if requested in a public records request.

K. SOLICITATION POSTPONEMENT / CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

L. RIGHT TO REJECT / ACCEPT

The County reserves the right to accept or reject any or all submitted packages, waive minor formalities, and to award to the Respondent(s) that best serve the interests of St. Johns County.

M. COMPLIANCE WITH POLICY AND PROCEDURES MANUALS

All terms and conditions of the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR are incorporated into this RFQ Document by reference, and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR.

PART III: SCOPE OF SERVICES

A. GENERAL INFORMATION

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to the State of Florida Department of Economic Opportunity (DEO) to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Matthew for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery <http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricanes-hermine-and-matthew>.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least seventy percent (70%) of the grant amount awarded is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities. St. Johns County will conduct all program, design, and implementation services necessary to support programs and projects in order to help people, properties, and communities recover from storm related damage due to Hurricane Matthew. St. Johns County will offer a range of services including; a Housing Program, Public Facilities Program, and an Infrastructure Program. St Johns County was declared the most impacted and distressed county and was allocated financial assistance through DEO, to carry out these objectives.

B. SCOPE OF SERVICES.

St Johns County is soliciting qualified engineers to provide design, permitting, preparation of technical specifications and construction plans/drawings, construction management/administration through to project close-out, as well as any additional engineering services for the three (3) projects described below; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent. A copy of the sub-recipient agreement (Exhibit B) and the State's action plan (<http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricanes-hermine-and-matthew>) is being provided. All services shall comply with the U.S. Department of Housing and Urban Development (HUD) and Florida Department of Economic Opportunity guidelines. Consultants shall submit their qualifications sufficient to accomplish, but not limited to, the requirements below and to perform an area engineering study, design stormwater system improvements to alleviate localized flooding, and provide adequate drainage for the following projects:

1. Big Sooeey Drainage and Conveyance Improvements

The project is located in Hastings and includes drainage improvements along East St. Johns Avenue, North Orange Street, and along the Big Sooeey drainage ditch between East Ashland Avenue and its outfall into Cracker Branch.

The Big Sooeey drainage ditch is the primary stormwater conveyance feature for approximately 109 acres of residential area between East Ashland Avenue and Cracker Branch. The Big Sooeey ditch and the adjacent residential properties are low-lying and are prone to flooding. The improvements to the Big Sooeey ditch include the following:

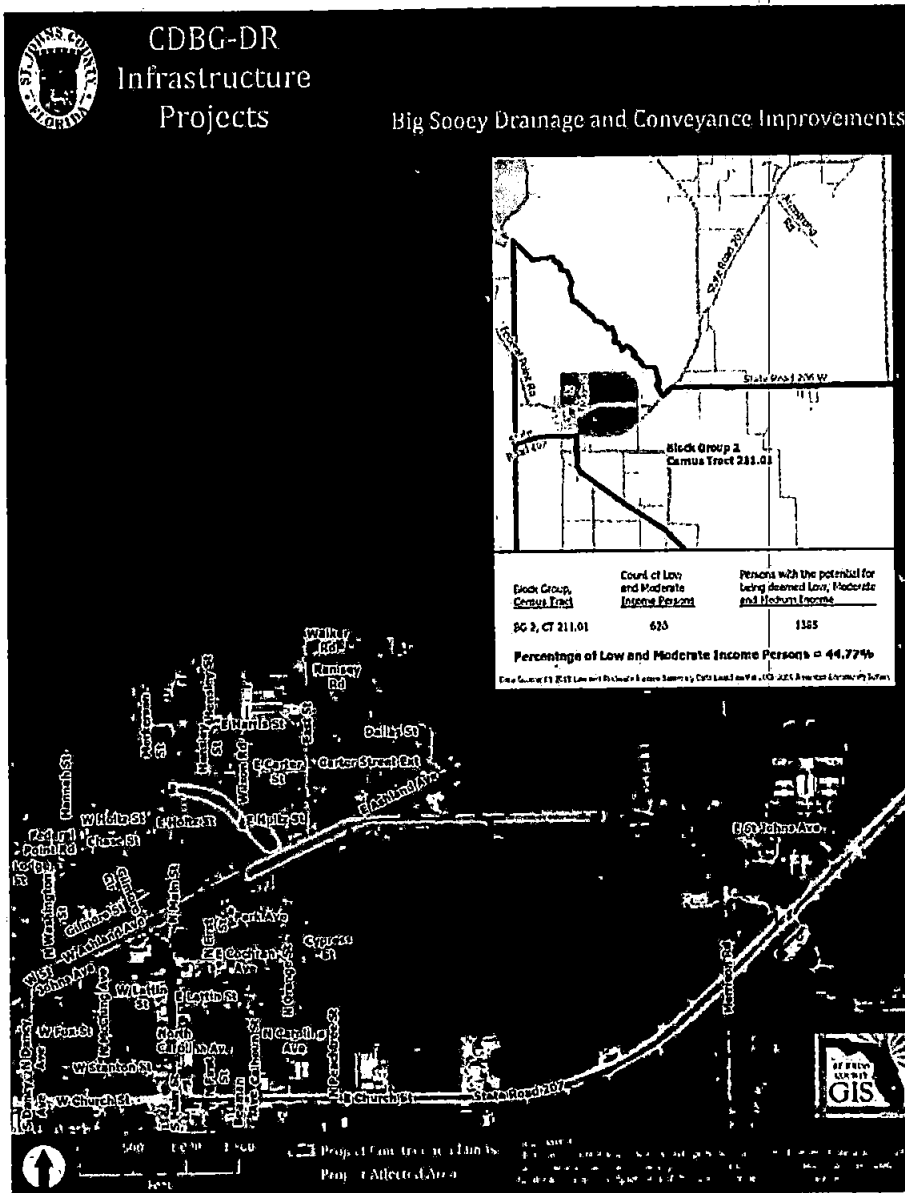
- Capacity improvements to the cross-culverts under Wilson Road.
- Capacity improvement to the cross-culverts under North Main Street.
- Capacity improvements to the Big Sooeey ditch from East Ashland Avenue to its outfall into Cracker Branch.

East St. Johns Avenue does not have an existing drainage system. Flooding at the intersection of East St. Johns Avenue and North Orange Street occurs regularly. The improvements to East St Johns Avenue and N Orange Street include the following:

- Raising approximately 1,500 feet of East St. Johns Avenue
- Raising approximately 650 feet of North Orange Street between East St. Johns Avenue and East Cochran Avenue.
- Constructing a cross-culvert under the raised portion of East St. Johns Avenue to maintain the connection between the wetland south of East St. Johns Avenue and the existing culvert under the FDOT trail north of East St. Johns Avenue. Constructing a roadway stormwater collections system along the raised portions of East St. Johns Avenue and North Orange Street.

This project will require right-of-way or easement acquisition and likely require a SJRWMD environmental resource permit (ERP).

Project completion through construction close-out shall be on or before June 1, 2022.



2. South Holmes Drainage Improvements

The project is located along South Holmes Boulevard and includes drainage improvements that are divided into four sub-projects: College Park conveyance improvements, Collier Heights and Clark Addition conveyance improvements and The Lakes conveyance improvements.

The proposed drainage infrastructure improvements for the College Park conveyance improvements include the following:

- Widening the existing drainage ditch on the north side of the Florida East Coast (FEC) railroad east of Holmes Boulevard.
- Widening the existing drainage ditch on the north side of the FEC railroad west of Holmes Boulevard.
- Conveyance capacity improvement to the cross-culverts at the FEC ditch crossing of Holmes Boulevard.

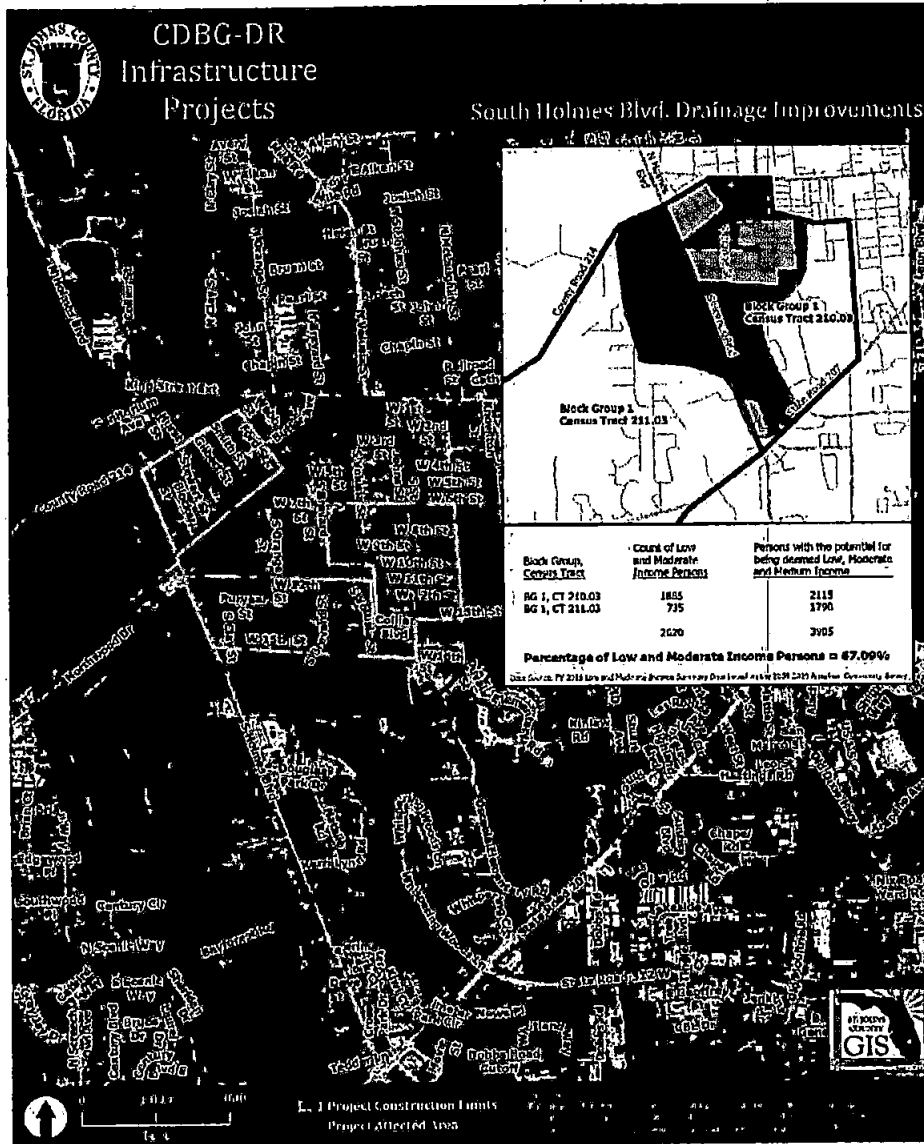
The proposed drainage infrastructure improvements for the Collier Heights and Clark Addition conveyance improvements include the following:

- Capacity improvements to existing culverts under Puryear Street, Collier Boulevard, 4th Street, 7th Street, and 9th Street.
- Construction of an inlet and pipe connection from the closed basin between South Holmes Boulevard and Simms Pit to drain runoff from this area into Simms Pit.
- Construction of a drop structure from the wetland south of Collier Boulevard into Simms Pit to divert water into Simms Pit during extreme rainfall events.
- Construction of a new cross-culvert under 7th Street between South Orange Street and Brevard Street.

The proposed drainage infrastructure improvements for The Lakes conveyance system (Kerri Lynn Road and Natalie Road) include the following:

- Construct an outfall structure on the existing borrow pit that serves as The Lakes stormwater pond. The outfall structure will be within the County-owned right-of-way (ROW) and will discharge into Fox Creek west of Holmes Boulevard.
- Evaluate and potentially improve the culvert under Natalie Road at the intersection of Kerri Lynn Road
- Evaluate and potentially improve the culvert under the driveway for the residence at 1190 Kerri Lynn Road.
- Cleaning out and re-grading the ditches at the intersection of Kerri Lynn Road and Natalie Road to restore positive drainage to the borrow pit.

Project completion through construction close-out shall be on or before August 1, 2022.



3. Santa Rosa Stormwater Drainage Improvements

The project is in the Santa Rosa subdivision on the north and south side of SR 16. The project proposes the following stormwater improvements north of SR 16:

- A new conveyance system along Covino Avenue from Varella Avenue to Murillo Avenue.
- Upgrades to the existing conveyance system on Covino Avenue from Murillo Avenue to Lewis Speedway.
- Upgrades to the existing conveyance system on Lewis Speedway from Covino Avenue to its outfall on the San Sebastian River.
- A new conveyance system along Estrada Avenue east and west of Murillo Avenue.
- Upgrades to the existing outfall along Murillo Avenue from Estrada Avenue to the San Sebastian River just west of Masters Drive south of SR 16.

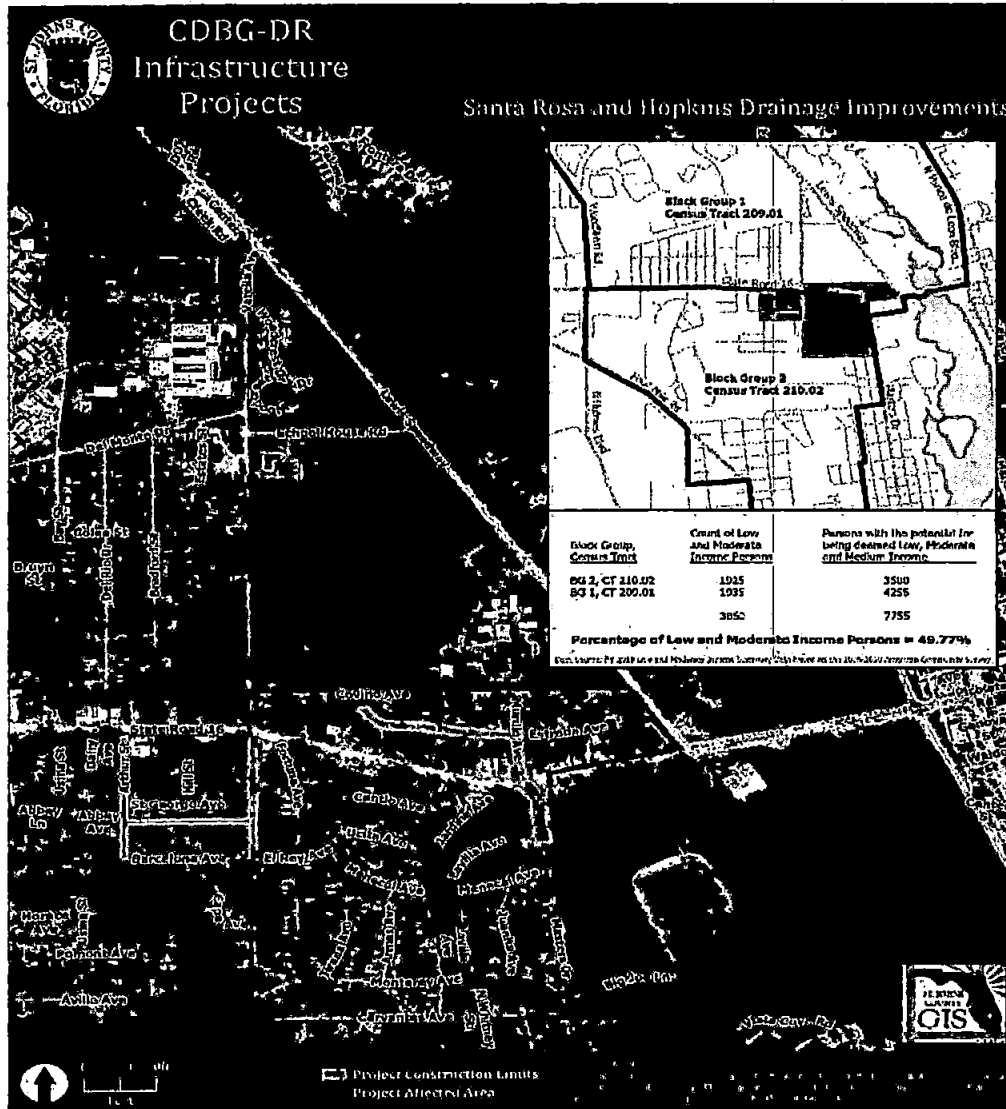
The project proposes the following stormwater improvements south of SR 16:

- Upgrades to the existing conveyance system along Arthur Street.
- A new conveyance system along Abbey Avenue between Arthur Street and Hill Street.

- Upgrades to the existing conveyance system along Abbey Avenue between Hill Street and El Rey Avenue.
- A new conveyance system along Varella Avenue, El Rey Avenue, Fortuna Avenue, and Menecal Avenue to the existing outfall located east of Jardine Avenue.
- Upgrades to the existing box culvert under Masters Drive between SR 16 and Menecal Avenue.

The project will require permitting through FDOT and St. Johns River Water Management District and will include utility relocations. This project will help alleviate flooding issues that would potentially inhibit access to a primary emergency evacuation route (SR 16).

Project completion through construction close-out shall be on or before June 1, 2022.



Consultant responsibilities may include the following:

- Examine all projects and become familiar with status, concepts and commitments (typical sections, alignments, purpose, etc.) developed from prior studies and/or activities.
- Compile Project Documentation required for HUD / CDBG-DR reimbursement.
- Document change(s) in scope or additional work per CDBG-DR compliance for reimbursement.

- Provide additional engineering services for the three (3) projects described herein.
- Conduct coordination/pre-application meetings with regulatory permitting agencies to communicate project objectives and come to an understanding on the information, data, and analyses needed to submit complete applications to obtain respective permits.
- Perform engineering studies and recommend mobility/transit system improvements, alleviate localized flooding and provide adequate drainage.
- Provide cost effective and value engineered infrastructure improvement alternatives/options.
- Prepare engineering design plans and technical specifications necessary to compile a complete bid package for bidding the construction of each project.
- Assist County staff throughout the construction of the project, including, but not limited to, attending the pre-construction meeting, submittal/shop drawing review, responding to Requests for Information (RFI) throughout the construction period, periodic site visits to verify compliance with design documents, attendance at project progress meetings, project inspection(s) to certify Substantial Completion, generation and/or monitoring of punch list items to ensure Final Completion/Acceptance within the project schedule, verification and approval of as-built drawings, and completion and submission of all permits and/or certifications required by the project.
- Provide engineering Services During Construction (SDC) when requested.
- Provide process of contract monitoring, and ensure consultants adhere to deliverables, schedules, and rates.
- Satisfy all Federal, State, and Local agency CDBG-DR program requirements and provide adequate documentation.
- Identify and communicate risks that may preclude the County's ability to optimize reimbursement.
- Status Reporting: Develop and provide weekly status updating to include a Plan of Action and Milestones (POA&M) for each project.
- Attend all public presentations and meetings associated with each project; along with County staff, and the County's designated CDBG-DR program workgroup.
- Consultant's leadership recognizes the value of the County's time and anticipates attending an executive level meeting once a month to maintain executive level engagement and support (status report) and attend additional executive level conferences as requested by the County.

PART V: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting Qualifications in response to this Request for Qualifications. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imburement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Qualifications received in response to this RFQ shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

Each Respondent, by submitting a Qualifications in response to this RFQ, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

By submitting a Qualifications, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFQ, and has full knowledge of the scope, nature, and quality of work to be performed, and certifies that the Respondent agrees to perform in accordance with any and all policies and procedures

provided in the SJC Purchasing Manual and County Administrative Code, and all other local, state and federal rules, regulations, laws, codes and ordinances throughout the solicitation and subsequent contract term.

All submitted Qualifications shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

B. TRADE SECRETS

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the office of department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

C. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

D. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Respondent may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

E. QUALIFICATION PACKAGE SUBMITTAL INSTRUCTIONS:

The Qualifications format must sufficiently address and demonstrate all required components, follow the order of sections described below, and ***shall not exceed one hundred fifty (150) pages***. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

Qualifications **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ 20-21; PROFESSIONAL ENGINEERING SERVICES FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**. Each submitted package must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of **one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive**, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Qualifications shall be mailed or hand-delivered to:

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

RFQ Packages must be submitted, in the format provided herein, by or before four o'clock (4:00 P.M.) EST on **Thursday, February 27, 2020**.

St. Johns County Purchasing will not accept any Qualifications that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Respondents are not permitted to deliver packages to any County Department or County Employee other than the Purchasing Department, as provided herein. Any packages delivered to any County Staff other than the Purchasing Department shall be disqualified.

Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

All Qualifications must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFQ Cover Page
2	Cover Letter
3	Company and Staff Qualifications
4	Related Experience
5	Project Approach
6	Quality and Schedule Control
7	Socioeconomic Business Enterprise
8	Administrative Information

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that qualifications be organized in the manner specified as follows:

Section 1: RFQ Cover Page (Complete and Submit)

Section 2: Cover Letter

Respondent shall provide a cover letter, not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFQ should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications necessary to provide Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Identify the primary contact for this contract,
- Such other information as the respondent deems appropriate;

Section 3: Company and Staff Qualifications

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-consultant who may perform any aspect of the scope of services provided herein. In addition, respondent(s) shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants relative to Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract.

Respondents must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

Consultants and/or Sub-Consultants that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

- Provide key personnel that may perform work under the award of this contract
- Provide an Organization Chart
- Include a one (1) page resume for each key personnel
- List of Proposed Sub-Consultants (Attachment I)
- Proper and valid licensing to conduct business in St. Johns County and the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

Section 4: Related Experience

In this section, respondents shall provide evidence of performance related to the Scope of Requested Services. Consultants and/or Sub-Consultants that possess experience in multiple disciplines should provide documentation of all qualifications for each discipline in the section. In addition, respondents will need to describe any prior

engagements in which respondent and/or respondent's sub-consultants assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements.

Respondents shall provide a minimum of two (2) reference projects from within the last five (5) years, which shall be related projects that demonstrate previous professional engineering services for transportation and drainage projects for HUD\CDBG\CDBG-DR programs. Please indicate any such work done on behalf of Federal, State, City or local agencies where the agency has an expert level understanding in working with HUD\CDBG\CDBG-DR.

Section 5: Project Approach

In this section, the Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed illustrating how the methodology will serve to accomplish the project goals and objectives. Respondents are encouraged to think outside of normal processes and procedures for delivering the project quicker and less expensive to the County.

Capacity- Provide a detailed description demonstrating the consultants' capacity to handle the needs stated in this RFQ; in addition to any current/future workloads. Consultant shall describe how it intends to integrate staff and maintain presence with the County during the duration of the contract.

Section 6: Quality and Schedule Control

In this section, the respondent shall provide a written narrative of the firm's project management methodology including all steps necessary to establish, monitor, and track each project. Providing a detailed description of their quality control methods, coordination of sub-consultants, ability to meet schedules in a timely manner, and the project approach and methodology to be employed specifically illustrating how the methodology will serve to accomplish the project goals and objectives.

Project Schedule and Timeline- Provide a fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services.

In addition, Respondents shall describe any current/future workloads that might affect responsiveness to submit proposals for future projects.

Respondents are encouraged to think outside of normal processes and procedures for delivering the project, at lower cost and with expediency, to the County.

Section 7: Socioeconomic Business Enterprise

The County is seeking to encourage participation by firms who are MBE/WBE/DBE business enterprises. Provide current copy of certificate of MBE/WBE/DBE (if applicable).

This section has an evaluation value of five (5) points. Respondents will receive the maximum score of five (5) if they provide a current MBE/WBE/DBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for sub-consultant's MBE/WBE/DBE certification.

Section 8: Administrative Information

Respondents must include the following:

- Proof of Insurance including limits
- Drug Free Work Place Form (Complete and Submit)
- RFQ Affidavit (Complete and submit)
- RFQ Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Certification of Non-segregated Facilities (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- Acknowledged all Addenda

PART VI: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each respondent, as to the responsiveness of the submitted Qualifications to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFQ may be determined non-responsive, and may be removed from consideration by either the Procurement Coordinator or the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Qualification. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

B. EVALUATION OF RESPONSES

All properly submitted Qualifications that are determined to be responsive to the requirements of this RFQ, shall be evaluated by an Evaluation Committee of no less than three (3) representatives. The Evaluation Committee may consist of County Staff, and additional field experts, as applicable to meet the needs of the County. Each Evaluation Committee Member will receive a set of all of the submitted Qualifications submitted, and an electronic copy of the RFQ document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, Qualifications individually, with no interaction or communication with any other individual. Final scores and rankings will be summarized at the Public Evaluation Meeting, and the list of Respondents shall be shortlisted for participation in presentations.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all submitted responses, waive minor formalities or award to/negotiate with the firm whose qualifications best serves the interest of the County.

C. PRESENTATIONS BY SHORT-LISTED FIRMS:

The short listed firms will make a presentation or interview to the Evaluation Committee, which will be scored as provided herein. The score for the presentations will be added to the score for the Qualification Packages, and totaled to determine the final scores and ranking.

D. RECOMMENDATION FOR AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with only the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

E. PROTEST PROCEDURES

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Qualification, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are incorporated into this Request for Qualification by reference, and are fully binding.

F. EVALUATION CRITERIA

The intent of this RFQ is to select responsive Respondents based on the Respondent's submitted Qualifications using the evaluation criteria below. Responses will be scored based on the criteria herein. The County intends to select only the highest ranked Firm during evaluation as deemed necessary in order to accomplish the goals and objectives established by the County. Only those firm(s) qualified through this RFQ process and approved by the St. Johns County Board of County Commissioners will be invited to negotiate a contract. All submitted Qualifications shall be for principal firm and may include sub-consultants. Submittals are to be made for the discipline(s) listed in this RFQ. Selection(s) are at the sole discretion of the County.

Evaluation of the responses to this RFQ will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
1. Company and Staff Qualifications	30
2. Related Experience	20
3. Project Approach	30
4. Quality and Schedule Control	10
5. Quality of Submittal	5
6. Socioeconomic Business Enterprise	<u>5</u>
Total Maximum Points Possible:	100
7. Presentations from shortlisted firms ONLY	
7a. Project Approach	10
7b. Quality and Schedule Control	<u>10</u>
Total Points Possible:	20

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated the County will issue a professional services contract for a period of three (3) calendar years, which may be renewed for a one (1) year renewal period providing that: satisfactory performance has been maintained by the Consultant, there is availability of appropriated funds, and that the County has a continued need for the services.

It is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any qualifications, contract negotiations will follow between the County and the selected respondent. It is further expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected respondent. The County reserves the right to delete, add to, or modify one or more components of the selected respondent's qualifications in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

B. TASK ORDERS

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by authorized representatives of the Consultant and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code.

Each Task Order shall be on a form provided by the County and shall include, at a minimum, the following information:

- Master Contract Name & Number
- Firm Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

a. Maximum Project Costs

The maximum project costs eligible to be authorized by Task Order under the awarded Contracts is \$200,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Task Order being issued.

If a Task Order is valued at less than \$200,000, but an additive change order increases the value beyond that threshold, the Change Order shall be approved by SJC Administration prior to the issuance of the Change Order.

b. Change Orders

Any and all changes to any project being performed under a Task Order, which are unforeseen and not included in the scope of the approved Task Order, and which require additional work that effects the scope, cost, or time of the project shall be authorized through a Contract Change Order. Any change which increases the original contract value by greater than twenty percent (20%) or Fifty Thousand Dollars (\$50,000) (whichever is higher) shall require County Administrator approval. All changes requested by the Firm shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Firm. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Firm until receipt of a fully executed Change Order. All requests for Change Orders must be made timely by the Consultant, and immediately communicated to the Site Inspector with specific details on the need and estimated cost, and verified through an on-site inspection, to avoid unnecessary delays to completion of the project.

C. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Firm, County Staff may review records of performance to ensure that the Firm is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Firm no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

D. TERMINATION

Failure on the part of the Firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Firm shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving thirty (30) consecutive calendar days written notice to the Firm.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon sixty (60) days written notice to the Firm.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Firm to perform all work in accordance with 2 CFR 200 requirements (Exhibit A), any additional grant requirements, and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

F. LICENSES, PERMITS & FEES

The Firm shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Firm.

G. INSURANCE REQUIREMENTS

The Respondent shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Respondent shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Respondent shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Respondent from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Respondent or by anyone directly employed by or contracting with the Respondent.

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Respondent shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

H. INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Firm, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Firm or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

I. SUB-CONSULTANTS

If an awarded firm elects to sub-contract, any portion of the work, the Consultant shall be responsible for all work performed by any sub-consultant and shall not be relieved of any obligations under this Contract.

At any time, the County may, at its discretion, require any Consultant to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of proposed sub-consultants to furnish and perform the work proposed.

Prior to the award of a Contract, the County will notify any awarded firm(s) in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-consultant. The Firm then may, at his option, withdraw his RFQ Package, or submit an acceptable substitute at no increase in price. If the Firm fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Firm, at no cost to the County.

The County reserves the right to disqualify any Firm, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Consultants and other persons and organizations proposed by the Firm and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written

approval of the County. In addition, the Consultant is required to disclose in writing the addition of any subcontracts added after execution of the Contract.

J. SOCIOECONOMIC BUSINESS ENTERPRISE

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-consultants **OR**
2. If unable to utilize DBE/MBE/WBE certified sub-consultants, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the firm is not a Section 3 firm the firm entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-consultants; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

PART VII: FORMS & ATTACHMENTS

ATTACHMENT B

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084**

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

ATTACHMENT C

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; G. Insurance Requirements (Page 13). Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

CERTIFICATE(S) OF INSURANCE
(Attach or insert copy here)

ATTACHMENT D

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

ATTACHMENT E

RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the Qualifications are submitted, the Respondent shall attach to his RFQ a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Request for Qualification and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____ Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of (Firm) the respondent submitting the attached Request for Qualification for the services covered by the RFQ documents for RFQ No: 20-21; Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects.

The affiant further states that no more than one Request for Qualification for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's RFQ on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)
By _____

(Title)

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

**VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR QUALIFICATION.**

ATTACHMENT F

RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}

being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.)

hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of , 20 .

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this day of , 20 , by
 who personally appeared before me at the time of notarization, and who is personally known
to me or who has produced as identification.

Notary Public

My commission expires:

ATTACHMENT G

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project (RFQ) Number/Description: 20-21, Professional Engineering Services for Three (3) CDBG-DR Transportation & Drainage Projects

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/consultant's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Consultants are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Consultants, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultants/consultants professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____

Signature	_____	Print Name/Title	_____
Signature	_____	Print Name/Title	_____

ATTACHMENT H

RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS
CLAIMS/LIENS/LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a contract, been terminated for cause?
Yes _____ No _____ if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ if no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

ATTACHMENT J

RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Consultant shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as

the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT K

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subconsultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT L

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT M

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**St. Johns County
Certification of Non-segregated Facilities**

The federally assisted construction Consultant certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Consultant agrees that (except where he has obtained identical certifications from proposed sub-Consultants for specific time periods) he will obtain identical certifications from proposed sub-Consultants prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Consultant

Title

Date

ATTACHMENT N

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

REQUEST FOR QUALIFICATION PACKAGE CHECKLIST


**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFQ Cover Page		
Section 2	Cover Letter		
Section 3	Company and Staff Qualifications		
	List of Proposed Sub-Consultants (if applicable)(Attachment I)		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
Section 4	Related Experience		
Section 5	Project Approach		
Section 6	Quality and Schedule Control		
Section 7	Socioeconomic Business Enterprise		
Section 8	Administrative Information (include the following):		
	Proof of Insurance with Limits		
	Drug Free Work Place Form		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Claims/Liens/Litigation History		
	Equal Opportunity Report Statement		
	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions		
	Certification Regarding Lobbying		
	Certification of Non-segregated Facilities		
	Non-Collusion Certification		
	Acknowledged Addenda		

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFQ"**

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ 20-21;
RFQ TITLE:	PROFESSIONAL ENGINEERING SERVICES FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS
DUE DATE/TIME:	By 4:00 P.M. – February 27, 2020
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

February 20, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-21, Professional Engineering Services for Three (3) CDBG-DR Transportation and Drainage Projects

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Disaster Recovery Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

1. **Question:** If the County made Applications for these projects, may we receive a copy of these CDBG-DR Applications?

Answer: Information about the project can be found in Amendment 3 of the County's Sub-recipient agreement with DEO.

2. **Question:** Does the County intend to use the previously selected CDBG-DR Environmental Consultants (RFP No. 18-68) to perform the HUD-compliant environmental reviews?

Answer: Yes.

3. **Question:** If those CDBG-DR environmental reviews have been completed, may we receive copies of those reports?

Answer: They are not yet complete.

4. **Question:** In Section 4, under Related Experience, the County requests that a minimum of two (2) reference projects be provided from within the last 5 years that demonstrate previous professional engineering experience for transportation and drainage for HUD/GDBG?CDBG-DR programs. Does this requirement apply to the project team as a whole, or does the prime consultant need to have these 2 references alone?

Answer: The prime Consultant shall have the references.

5. **Question:** For right-of-way or easement acquisition that may be apart of the project, will St. Johns County provide these services through their own consultants, or should these services be a part of the project proposal team?

Answer: St. Johns County staff will process easements, however, the Consultant shall provide maps and legal descriptions of any easements; so that County staff can draft the legal documents.

RFO Due Date Remains: Thursday, February 27, 2020

Acknowledgment

Sincerely,



April Bacon

Disaster Recovery Procurement

Signature and Date

Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS
Master Contract #: 20-MCC-JON-11984**

EXHIBIT "B"

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds. The consultant is bound by all terms of the H2338 agreement attached hereunder by reference as Exhibit B. The Subgrant Agreement and all applicable Amendments can be found in its entirety at <http://www.sjcfl.us/Restore/Compliance.html>.

**RFQ NO: 20-21; PROFESSIONAL ENGINEERING SERVICES
FOR THREE (3) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS
Master Contract #: 20-MCC-JON-11984**

EXHIBIT "C"

**CONSULTANT SCOPE OF SERVICES AND FEE SCHEDULE:
BIG SOOEY, SANTA ROSA, & SOUTH HOLMES
(separate attachment)**

EXHIBIT C

JonesEdmunds®

Integrity • Knowledge • Service

June 4, 2020

Valerie Pacetti
Project Manager
St. Johns County Engineering Division
2750 Industry Center Road
St. Augustine, Florida 32084

RE: Big Soeey CDBG-DR Transportation & Drainage Projects
Scope of Services and Fee Schedule
Contract No. 20-MCC-JON-XXXX
Jones Edmunds Opportunity No.: 95242-390-19

Dear Ms. Pacetti:

Jones Edmunds appreciates the opportunity to assist St. Johns County in addressing drainage issues in the Big Soeey area of Hastings. The project area flooded during Hurricane Matthew, including extensive flooding at the intersection of E St. Johns Avenue and Orange Street. The County obtained a CDBG-DR Grant from DEO to design and construct drainage improvements in these areas.

Based on previous studies we anticipate that the project will include replacing existing culverts under North Main Street and Wilson Road, elevating the intersection of E St. Johns Avenue and Orange Street and increasing the hydraulic capacity of the Big Soeey channel between North Main Street and East Ashland Avenue.

This Task Order is for the design, permitting, bidding, and services during construction for the Big Soeey project. Per the CDBG-DR grant, the project shall be constructed by June 2022. The goal is to design and construct improvements to reduce flooding in future storm events.

Jones Edmunds' services will consist of:

- Obtain a topographical surveys, and partial boundary surveys (as needed) of the project areas.
- Obtain a geotechnical data to facilitate the project design.
- Obtain subsurface utility engineering (soft digs) to facilitate the project design.
- Identify and locate regulated wetlands within the project area.
- Perform Hydrologic & Hydraulic (H&H) modeling to confirm the project benefits.
- Prepare drainage calculations.
- Coordinate with the County to identify easements required for the project.
- Coordinate with public and private utilities for necessary relocations.
- Prepare Construction Drawings and Specifications.

- Submit permit applications to the applicable Regulatory Agencies. We anticipate submitting permit applications to the following agencies - St. Johns River Water Management District (SJRWMD), US Army Corps of Engineer (USACE), and Florida Department of Transportation (FDOT).
- Perform Bid-Phase Services.
- Perform Services During Construction.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND COMMUNICATIONS

Jones Edmunds will attend a kick-off meeting with the County. At the time of preparing this scope of work, the County and much of the State are under restricted meeting and travel requirements. Meetings may need to occur remotely via web conference. The kick-off meeting will address the following items:

- Identify the team roles and responsibilities for Jones Edmunds and the County.
- Establish the project schedule.
- Develop a coordination plan.
- Discuss design alternatives.
- Determine the key factors of success for the project.

Jones Edmunds will communicate with the County via telephone, email, and written correspondence on a regular and ongoing basis. The task includes up to six (6) meetings with the County to discuss the project. Additional meetings and communications include the following:

- Status Reporting: Weekly status updating to include a Plan of Action and Milestones (POA&M).
- Attend up to two public presentations and meetings associated with the project; along with County staff, and the County's designated CDBG-DR program workgroup.
- Executive level meeting once a month to maintain executive level engagement and support (status report).

Jones Edmunds also anticipates general CDBG related grant administration efforts to support the County Engineering Project Manager and/or Administration Disaster Recovery Project Manager (not to exceed 100 hours).

TASK 2 – DATA COLLECTION

Jones Edmunds will self-perform the following data collections services:

- Wetland delineation, flagging for survey, and agency confirmation.

- Seasonal-High-Water Table elevation determinations, flagging for survey, and agency confirmation.

Jones Edmunds will subcontract for the following data collections services:

- Topographic surveys, and boundary line surveys of directly adjacent property lines affected by the proposed work.
- Geotechnical exploration.
- Subsurface Utility Engineering (SUE soft digs).

This task will include a site visit to meet, and ongoing coordination, with our subconsultants performing the data collection.

Jones Edmunds will delineate required easements on the plan sheets and coordinate with the County to acquire necessary easements from FDOT and other private property owners which are needed for construction of the proposed improvements. County staff will obtain the easements needed for the project.

TASK 3 – DRAINAGE IMPROVEMENTS PLANS

HYDROLOGIC & HYDRAULIC MODELING

Benefits will be evaluated based on modeled reductions in flood stages due to the proposed drainage improvements. We will update the existing County Regional Stormwater Model with the topographic surveys, and the proposed design to perform a hydrologic and hydraulic (H&H) analysis. We will use the H&H analysis to refine and confirm the benefits of the proposed drainage improvements and to support the environmental resource permit application.

CONCEPTUAL DESIGN

We will use the modeling results and existing information, to prepare up to two conceptual plans for the drainage improvements. We will meet with the County PM to discuss the alternatives and to obtain the County's direction regarding which alternative to pursue.

TASK 4 – DESIGN

75% DESIGN SUBMITTAL

Upon selection of the preferred alternative, Jones Edmunds will develop 75% Plans.

Design criteria for the project will follow St. Johns County requirements and the requirements of Florida Department of Transportation's (FDOT) *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* (commonly referred to as the *Florida Greenbook*). We expect the Plans to include the following sheets:

- Title Sheet

- Legend, Index, and Abbreviations
- General Notes
- Key Map
- Existing Conditions
- Demolition Plans
- Typical Sections
- Roadway Plan and Profile Sheets
- Ditch Plan and Profile Sheets
- Intersection Detail Sheets
- Wetland Impact Plans
- Pavement Marking Plans
- Easement Plans
- Utility Relocation Plans
- Roadway Cross-sections (at 50-foot intervals plus driveway profiles)
- Ditch Cross-sections (at 50-foot intervals)
- Construction Details, including driveway repairs.
- Stormwater Pollution Prevention Plans
- Traffic Control Plans
- Signing and Pavement Marking Plans
- Structural Plans (Headwalls)

The Plans will be submitted to the County for their review and approval. Thereafter, Jones Edmunds meet with the County to review the Plans and receive any comments regarding the design.

We will prepare draft Technical Specifications as part of the 75% Design Submittal. We will use FDOT and St. Johns County Standards where applicable. We will prepare bid form and measurement and payment sections in the technical specifications. We will work with County purchasing staff to incorporate contract front end documents with the technical specifications.

The following deliverables will be provided:

- 75% Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- 75% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

90% DESIGN SUBMITTAL

Jones Edmunds will prepare 90% Design Plans and Specifications by incorporating mutually agreed upon comments from the 75% Submittal.

The following deliverables will be provided:

- 90% Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- 90% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

FINAL DESIGN SUBMITTAL

Jones Edmunds will prepare Final Construction Plans and Specifications by incorporating relevant, in-Scope County comments from the 90% Submittal. The Final Construction Plans and Specifications will be used for bidding and construction.

The following deliverables will be provided:

- Final Construction Plans (signed and sealed): Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- Final Technical Specifications (signed and sealed): Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

TASK 5 – PERMITTING

Jones Edmunds anticipates that the project will require an environmental resource permit (ERP) from SJRWMD, USACE and FDOT. Prior to 75% design we will attend a pre-application meeting with SJRWMD. We will use the County-approved 75% Design Plans to develop the permit applications. We will prepare the permit documents for County signature and will submit the permit packages to the appropriate agencies. Jones Edmunds will be responsible for the permit fees, as a reimbursable not-to-exceed expense of \$6000.

The following deliverables will be provided:

- SJRWMD Individual ERP application.
- USACE Individual Permit application.
- FDOT Drainage Connection Permit application.
- Up to 2 RAI responses for each agency.

TASK 6 – BID-PHASE SERVICES

Jones Edmunds will perform the following Bid-Phase Services:

- Coordinate Front-End documents with the County.
- Attend a Pre-Bid Meeting.

- Respond to bidder questions.

TASK 7 –SERVICES DURING CONSTRUCTION

Jones Edmunds will perform the following Services During Construction:

- Prepare for and attend a Pre-Construction meeting with the County and the Contractor.
- Review up to twenty technical submittals and five requests for information (RFIs).
- Conduct one Substantial and one Final Completion walkthrough.
- Conduct monthly site visits to observe construction operations (eight site visits).
- Certify permit closeouts.

SCHEDULE

The project schedule will be mutually agreed by the County and Jones Edmunds. Table 1 presents the proposed project schedule:

Table 1 Project Schedule

Task	Duration	Start Date	End Date
Notice to Proceed (Assumed)	1 day	May 26, 2020	
Kick-off Meeting	4 days	May 26, 2020	May 29, 2020
Data Collection	60 days	May 26, 2020	July 25, 2020
75% Design	75 days	July 25, 2020	October 25, 2020
Permitting	120 days	October 25, 2020	April 25, 2021
90% Design	60 days	December 24, 2020	February 20, 2021
Final Design	60 days	February 20, 2021	April 21, 2021
Bidding	90 days	May 26, 2021	August 21, 2021
Construction	280 days	August 21, 2021	June 1, 2022

We assume that the County will require a 2-week review period to review each submittal.

COMPENSATION

Based on the Scope of Work described above, Table 2 presents compensation payable by the County to Jones Edmunds on a lump-sum fee, percent-complete basis:

Table 2 Compensation

Tasks	Total Cost
Task 1 – Project Management, Meetings, and Communications	\$ 95,414

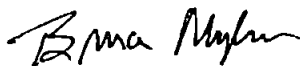
Task 2 - Data Collection	\$164,700
Task 3 - Drainage Improvement Plans	\$17,468
Task 4 - Design	\$258,268
Task 5 - Permitting	\$72,142
Task 6 - Bid-Phase Services	\$26,347
Task 7 - Services During Construction	\$58,788
Total	\$693,226

PROPOSAL CLARIFICATIONS

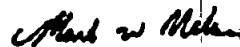
- Public Works staff familiar with drainage and roadway management in the County will be available for questions throughout project.
- Real Estate staff familiar with real property in the County will be available for questions throughout project.
- Archaeological surveying and permitting are excluded from this Scope of Work.
- Coordinating historical preservation is excluded from this Scope of Work.
- Hazardous materials (asbestos, metals, and polychlorinated biphenyls) investigation, testing, analysis, and abatement design are excluded from this Scope of Work.
- The Project Site is assumed to be free of soil and groundwater contamination.
- All Plans and Specifications will be prepared using English units.
- Any Easements required for the project will be prepared and obtained by the County.
- Landscaping plans are not included in this proposal.

If you have any questions or comments, please feel free to contact me at (352) 870-9038 or via email at mnelson@jonesedmunds.com.

Sincerely,



Bruce E. Myhre, PhD, PE, PMP
Project Manager
730 NE Waldo Road



Mark W. Nelson, PE
Project Director
Gainesville, Florida 32641

EXHIBIT C

JonesEdmunds

Integrity • Knowledge • Service

June 4, 2020

Valerie Pacetti
Project Manager
St. Johns County Engineering Division
2750 Industry Center Road
St. Augustine, Florida 32084

RE: Santa Rosa CDBG-DR Transportation & Drainage Projects
Scope of Services and Fee Schedule
Contract No. 20-MCC-JON-XXXX
Jones Edmunds Opportunity No.: 95242-390-19

Dear Ms. Pacetti:

Jones Edmunds appreciates the opportunity to assist St. Johns County in addressing drainage issues in the Santa Rosa area of St. Augustine. The project areas flooded during Hurricane Matthew, including extensive flooding in the neighborhoods west of Lewis Speedway and Masters Drive. The County obtained a CDBG-DR Grant from DEO to study, design and construct drainage improvements in these areas.

We anticipate that the Santa Rosa drainage and conveyance improvements will have two project sub-areas – one north of and another south of SR16.

The sub area north of SR 16 is bounded to the east by Lewis Speedway, the north by Sebastian Middle School and the west by Varella Avenue. Surface flow is mainly from West to east with a collection system along Covino Avenue that drains through the Lewis Speedway storm sewer discharging into the San Sebastian River. The existing collection system is insufficient for flood protection. Runoff from a portion of Estrada Avenue and Murillo is collected and discharges south under SR 16. Pipe sizes in this area will be evaluated. The remainder of Estrada lacks any collection system and experiences flooding. The following summarizes the areas to be studied and improved:

- Extend collection system west on Covino Avenue and add additional structures as necessary to capture runoff into the storm sewer system.
- Add collection system on Estrada Avenue east of Murillo Avenue.
- Evaluate pipe sizes of existing system along Covino and Lewis Speedway.
- Evaluate pipe sizes of existing system on Estrada Avenue to the west and Murillo Avenue.
- Extend collection systems on Estrada Avenue and Murillo Avenue to capture runoff.

The sub area south of SR 16 is bounded to the east by Masters Drive, the south by Cervantes Avenue and to the west by Usina Street. Flooding occurs in multiple locations with the most severe in low areas along St. George Avenue, Abbey Avenue and Barcelona Avenue that do not have adequate drainage connection to an outfall system and are over ½ mile from the closest outfall. Multiple other locations along El Rey Avenue, Menecal Avenue, Varella Avenue, Cervantes Avenue and Jardine Avenue show signs of local flooding and require investigation of existing collection systems. The box culvert under Masters Drive will require expansion and the contributing outfall system will also be investigated. The following summarizes the areas to be studied and improved:

- Provide a positive outfall system for disconnected low areas along St. George Avenue, Abbey Avenue and Barcelona Avenue that is maintainable to drain roadways to the outfall under Masters Drive. Up to two alternatives will be evaluated based on costs, right-of-way impacts, constructability, maintenance access and hydraulic performance (bringing the drainage south of Cervantes Avenue or along El Rey Avenue).
- Cross Drains and collection systems along St. George Avenue, Abbey Avenue and Barcelona Avenue must be evaluated and improved. Provide collection system improvements along El Rey Avenue, Menecal Avenue, Varella Avenue, Cervantes Avenue and Jardine Avenue to provide positive drainage connections.
- Redesign outfall cross drain box culvert under Masters Drive to reduce flooding upstream:

This Initial Task Order is for the development of a brief preliminary design report (PDM) to confirm characterize the expected benefits and costs associated with the drainage improvements for the Santa Rosa project area. The preliminary design report will guide the scope for the subsequent design, permitting, and construction task order. Per the CDBG-DR grant, the project shall be constructed by June 2022. The goal is to design and construct improvements to reduce flooding in future storm events. Drainage from much of the Santa Rosa project area is controlled by the tide elevation and some portions of the project area are at elevations below the projected storm surge from the San Sebastian River. It may not be possible to prevent flooding in the project area for all storm and tide events.

Jones Edmunds' services will consist of:

- Obtain a topographical and boundary (as needed) survey of the project areas.
- Field data collection to support Hydrologic & Hydraulic (H&H) modeling.
- Perform H&H modeling to develop project design concepts and assess their benefits.
- Prepare a brief PDM.
- Coordinate a pre-application conference with permit the following agencies – Florida Department of Transportation (FDOT), St. Johns River Water Management District (SJRWMD) and US Army Corps of Engineer (USACE).

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND COMMUNICATIONS

Jones Edmunds will attend a kick-off meeting with the County. The County and much of the State are under restricted meeting and travel requirements. Meetings may need to occur remotely via web conference. At the time of preparing this scope of work the kick-off meeting will address the following items:

- Identify the team roles and responsibilities for Jones Edmunds and the County.
- Establish the project schedule.
- Develop a coordination plan.
- Discuss design alternatives.
- Determine the key factors of success for the project.

Jones Edmunds will communicate with the County via telephone, email, and written correspondence on a regular and ongoing basis. This task will have an accelerated schedule and includes up to six (6) meetings with the County to discuss the project. We will provide a weekly status updating to the County PM via email.

Jones Edmunds also anticipates general CDBG related grant administration efforts to support the County Engineering Project Manager and/or Administration Disaster Recovery Project Manager. We expect that this will consist of a monthly task status email addressing grant reporting needs and brief clarification discussions if needed.

The following deliverables will be provided:

- Attendance at up to six (6) meetings.
- Meeting minutes.

TASK 2 – DATA COLLECTION

Jones Edmunds will self-perform field data collection services for information to support H&H modeling. This will include limited engineering survey of invert elevations for hydraulic structures to be included in the H&H modeling.

Jones Edmunds will subcontract topographic and boundary survey services. Because of the accelerated schedule, we will use engineering survey to support the H&H modeling and develop the PER. The topographic and boundary survey will be focused on areas known with a high degree of confidence to be required for drainage improvements and is being performed as part of this task order to accelerate the subsequent design task order. Additional survey may be needed to complete the subsequent design task order.

This task will include a site visit to meet, and ongoing coordination, with our subconsultants performing the data collection.

The following deliverables will be provided:

- Field reconnaissance and engineering survey data (GIS files).
- Topographic and boundary survey.

TASK 3 – HYDROLOGIC & HYDRAULIC MODELING

We will update portions of the existing County Regional Stormwater Model to increase the level of detail in the project area and create a revised existing conditions model (RECM) to enable a H&H analysis of the proposed drainage improvements. The RECM will then be updated to reflect and test conceptual design improvements. Benefits will be evaluated based on existing versus proposed model flood stage node improvements.

We will execute model simulations for the 5-, 10-, 25-, and 100-year return period, 24-hour duration design events. We will use the mean higher high water tailwater conditions that exist in the regional models.

The following deliverables will be provided:

- RECM and proposed conditions model files.
- Summary table of model node peak water surface elevations.

TASK 4 - PRELIMINARY DESIGN MEMO

Osiris 9 Consulting will identify potentially viable alternatives and prepare a draft PDM with up to two conceptual plans for the drainage improvements. The draft PDM will consist of a brief narrative with conceptual costs, figures depicting the elements included in each alternative, and a summary of the expected drainage benefits.

Design criteria considered for the alternatives will include the St. Johns County requirements and the requirements of Florida Department of Transportation's (FDOT) *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* (commonly referred to as the *Florida Greenbook*).

We will provide the draft PDM to the County for review and coordinate a meeting with the County PM to discuss the alternatives and to obtain the County's direction regarding which alternative to pursue.

Osiris 9 Consulting expects that the project will require permit from SJRWMD, USACE, and potentially the FDOT. We will coordinate a pre-application remote meeting with these agencies and the County to solicit their feedback on the proposed design plan. We will provide summary minutes of the meeting via email.

We will update the PDM per mutually agreed upon comments and provide the County with a final PDM.

The following deliverables will be provided:

- Draft PDM.
- Review Meeting with the County staff.
- Attendance at up a permit pre-application remote meeting.
- Meeting minutes.
- Final PDM.

SCHEDULE

The project schedule will be mutually agreed by the County and Jones Edmunds. Table 1 presents the proposed project schedule (days shown are calendar days):

Table 1 Project Schedule

Task	Duration (days)	Start Date	End Date
Notice to Proceed (Assumed)	-	Monday, May 18, 2020	-
Project Management, Meetings, and Communications	43	Monday, May 18, 2020	Tuesday, June 30, 2020
Data Collection	11	Monday, May 18, 2020	Monday, September 28, 2020 Friday, August 28, 2020
Hydrologic & Hydraulic Modeling	24	Monday, May 25, 2020	Thursday, June 18, 2020 Friday, July 31, 2020
Preliminary Design Report	21	Monday, June 8, 2020	Monday, June 29, 2020

We assume that the County will require a 2-week review period to review each submittal.

COMPENSATION

Based on the Scope of Work described above, Table 2 presents compensation payable by the County to Jones Edmunds on a lump-sum fee, percent-complete basis:

Table 2 Compensation

Tasks	Total Cost
Task 1 - Project Management, Meetings, and Communications	\$ 5,284
Task 2 - Data Collection	\$ 86,586
Task 3 - Hydrologic & Hydraulic Modeling	\$ 27,136
Task 4 - Preliminary Design Report	\$ 10,372
Total	\$ 129,378

PROPOSAL CLARIFICATIONS

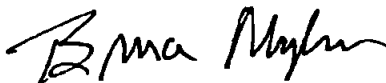
- Public Works staff familiar with drainage and roadway management in the County will be available for questions throughout project.

Valerie Pacetti
May 11, 2020
Page 6

- Real Estate staff familiar with real property in the County will be available for questions throughout project.
- Permit fees, plan review fees, and other regulatory fees are excluded and assumed to be paid directly by the County.
- Archaeological surveying and permitting are excluded from this Scope of Work.
- Coordinating historical preservation is excluded from this Scope of Work.
- Hazardous materials (asbestos, metals, and polychlorinated biphenyls) investigation, testing, analysis, and abatement design are excluded from this Scope of Work.

If you have any questions or comments, please feel free to contact me at (352) 870-9038 or via email at mnelson@jonesedmunds.com.

Sincerely,



Bruce E. Myhre, PhD, PE, PMP
Project Manager
730 NE Waldo Road



Mark W. Nelson, PE
Project Director
Gainesville, Florida 32641

G:\19270-StJohnsCounty\MKTG\2018\95242-283-18 San Diego Road Drainage Improvements\2018-07-31_PR_SanDiegoRdDrainImps.docx

Attachment: Project Fee Estimate

EXHIBIT C

JonesEdmunds

Integrity • Knowledge • Service

June 4, 2020

Valerie Pacetti
Project Manager
St. Johns County Engineering Division
2750 Industry Center Road
St. Augustine, Florida 32084

RE: South Holmes Blvd CDBG-DR Transportation & Drainage Projects
Scope of Services and Fee Schedule
Contract No. 20-MCC-JON-XXXX
Jones Edmunds Opportunity No.: 95242-390-19

Dear Ms. Pacetti:

Jones Edmunds appreciates the opportunity to assist St. Johns County in addressing drainage issues in the South Holmes Blvd area of St. Augustine. The project areas flooded during Hurricane Matthew, including extensive flooding upstream of the railroad tracks at South Holmes Blvd. The County obtained a CDBG-DR Grant from DEO to design and construct drainage improvements in these areas.

Based on previous studies we anticipate that the South Holmes Blvd drainage and conveyance improvements will have three project sub-areas along South Holmes Boulevard including: College Park, Collier Heights and Clark Addition, and The Lakes.

The College Park sub-area improvements will include widening the existing ditch adjacent to the Florida East Coast (FEC) railroad tracks approximately 2,700 linear feet upstream and 550 linear feet downstream of South Holmes Blvd (ditch will be widened into the adjacent existing County right-of-way) and replacing an existing culvert under South Holmes Blvd at the FEC railroad tracks with double 4'x7' box culverts within the widened ditch area. These improvements will help increase conveyance of stormwater to the Fox Creek Regional Stormwater Facility.

If the ditch and pipe crossing are upsized as part of the College Park sub-area improvements stated above, several improvements can be constructed in the Collier Heights and Clark Addition subdivisions. Capacity improvements can be made at the following locations to create further flood-reduction benefits by more efficiently conveying water to the FEC railroad ditch and/or Simms Pit to the south.

- Replace an existing 18" CMP under Puryear Street with a 24-inch pipe (or equivalent).
- Replace an existing 15" CMP under Collier Boulevard with a 24-inch pipe (or equivalent).

- Construct an inlet and pipe connection from South Holmes Boulevard and Simms Pit Road to drain runoff from this area into Simms Pit (coordination with FDOT will be necessary due to proximity to State Road 313 design alignment).
- Construct a drop structure from the wetland south of Collier Boulevard into Simms Pit to divert water into Simms Pit during extreme rainfall events.
- Replace an existing 24" CMP under Collier Boulevard between Volusia Street and St. Johns Street with three 24-inch pipes (or equivalent).
- Replace an existing 18" CMP under 9th Street just west of Volusia Street with three 24-inch pipes (or equivalent).
- Replace an existing 30" CMP under 7th Street between Volusia Street and Brevard Street with three 30-inch pipes (or equivalent).
- Construct an additional 30-inch pipe (or equal) under 4th Street just west of Volusia Street to provide additional capacity to handle the increased flows from the upstream pipe capacity improvements.
- Construct a new 24-inch pipe under 7th Street between South Orange Street and Brevard Street.

The Lakes sub-area improvements will include constructing an outfall structure and approximately 2,000 linear feet of 30-inch pipe at the south end of the existing borrow pit, that The Lakes Subdivision drains to, and discharging into Fox Creek west of South Holmes Blvd. These improvements will also include replacing an existing 24" CMP under Natalie Road at the intersection of Kerri Lynn Road with a 36-inch pipe (or equal) and replacing an existing driveway culvert to match the new upstream pipe under Natalie Road. The existing ditches at the intersection of Kerri Lynn Road and Natalie Road will also be regraded to restore positive drainage flow to the borrow pit.

This Task Order is for the design, permitting, bidding, and services during construction for the South Holmes Blvd projects. Per the CDBG-DR grant, the project shall be constructed by August 2022. The goal is to design and construct improvements to reduce flooding in future storm events.

Jones Edmunds' services will consist of:

- Obtain a topographical survey, and partial boundary surveys (as needed) of the project areas.
- Obtain geotechnical data to facilitate the project design.
- Obtain subsurface utility engineering (soft digs) to facilitate the project design.
- Identify and locate regulated wetlands within the project area.
- Perform Hydrologic & Hydraulic (H&H) modeling to confirm the project benefits.
- Prepare drainage calculations.
- Coordinate with the County to identify easements required for the project.
- Coordinate with public and private utilities for necessary relocations.
- Prepare Construction Drawings and Specifications.

- Submit permit applications to the applicable Regulatory Agencies. We anticipate submitting permit applications to the following agencies - St. Johns River Water Management District (SJRWMD) and US Army Corps of Engineer (USACE).
- Perform Bid-Phase Services.
- Perform Services During Construction.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND COMMUNICATIONS

Jones Edmunds will attend a kick-off meeting with the County. At the time of preparing this scope of work, the County and much of the State are under restricted meeting and travel requirements. Meetings may need to occur remotely via web conference. The kick-off meeting will address the following items:

- Identify the team roles and responsibilities for Jones Edmunds and the County.
- Establish the project schedule.
- Develop a coordination plan.
- Discuss design alternatives.
- Determine the key factors of success for the project.

Jones Edmunds will communicate with the County via telephone, email, and written correspondence on a regular and ongoing basis. The task includes up to six (6) meetings with the County to discuss the project. Additional meetings and communications include the following:

- Status Reporting: Weekly status updating to include a Plan of Action and Milestones (POA&M).
- Attend up to two public presentations and meetings associated with the project; along with County staff, and the County's designated CDBG-DR program workgroup.
- Executive level meeting once a month to maintain executive level engagement and support (up to 12 meetings).

Jones Edmunds also anticipates general CDBG related grant administration efforts to support the County Engineering Project Manager and/or Administration Disaster Recovery Project Manager (not to exceed 100 hours).

TASK 2 – DATA COLLECTION

Jones Edmunds will self-perform the following data collections services:

- Wetland delineation, flagging for survey, and agency confirmation.
- Seasonal-High-Water Table elevation determination, flagging for survey, and agency confirmation.

Jones Edmunds will subcontract for the following data collections services:

- Topographic surveys and boundary line surveys of directly adjacent property lines affected by the proposed work.
- Geotechnical exploration.
- Subsurface Utility Engineering (SUE soft digs).

This task will include a site visit to meet, and ongoing coordination, with our subconsultants performing the data collection.

Jones Edmunds will delineate required easements on the plan sheets and coordinate with the County to acquire necessary easements from the FEC railroad and other private property owners which are needed for construction of the proposed improvements. County staff will obtain the easements needed for the project.

TASK 3 – DRAINAGE IMPROVEMENTS PLANS

HYDROLOGIC & HYDRAULIC MODELING

Benefits will be evaluated based on modeled reductions in flood stages due to the proposed drainage improvements. We will update the existing County Regional Stormwater Model with the topographic surveys and the proposed design to perform a hydrologic and hydraulic (H&H) analysis. We will use this H&H analysis to refine and confirm the benefits of the proposed drainage improvements and to support the environmental resource permit application.

CONCEPTUAL DESIGN

We will use the modeling results and existing information to prepare up to two conceptual plans for the drainage improvements. We will meet with the County PM to discuss the alternatives and to obtain the County's direction regarding which alternative to pursue.

- Conceptual Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

TASK 4 – DESIGN

75% DESIGN SUBMITTAL

Upon selection of the preferred alternative, Jones Edmunds will develop 75% Plans.

Design criteria for the project will follow St. Johns County requirements and the requirements of Florida Department of Transportation's (FDOT) *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* (commonly referred to as the *Florida Greenbook*). We expect the Plans to include the following sheets:

- Title Sheet
- Legend, Index, and Abbreviations
- General Notes
- Key Map
- Existing Conditions
- Demolition Plans
- Typical Sections
- Plan and Profile Sheets
- Grading and Drainage Plans
- Wetland Impact Plans
- Easement Plans
- Utility Relocation Plans
- Ditch Regrading Cross-sections (at 50-foot intervals)
- Roadway Cross-sections (at 50-foot intervals) Construction Details, including roadway repairs
- Stormwater Pollution Prevention Plans
- Traffic Control Plans
- Signing and Pavement Marking Plans
- Structural Plans (Headwalls)

The Plans will be submitted to the County for their review and approval. Thereafter, Jones Edmunds will meet with the County to review the Plans and receive comments regarding the design.

We will prepare draft Technical Specifications as part of the 75% Design Submittal. We will use FDOT and St. Johns County Standards where applicable. We will prepare bid form and measurement and payment sections in the technical specifications. We will work with County purchasing staff to incorporate contract front end documents with the technical specifications.

The following deliverables will be provided:

- 75% Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- 75% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

90% DESIGN SUBMITTAL

Jones Edmunds will prepare 90% Design Plans and Specifications by incorporating mutually agreed upon comments from the 75% Submittal.

The following deliverables will be provided:

- 90% Plans: Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- 90% Technical Specifications: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

FINAL DESIGN SUBMITTAL

Jones Edmunds will prepare Final Construction Plans and Specifications by incorporating relevant, In-Scope County comments from the 90% Submittal. The Final Construction Plans and Specifications will be used for bidding and construction.

The following deliverables will be provided:

- Final Construction Plans (signed and sealed): Two hard copies, 11-inch-x-17-inch sheets, and an electronic copy (PDF).
- Final Technical Specifications (signed and sealed): Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).
- Engineer's Opinion of Probable Construction Cost: Two hard copies, 8.5-inch-x-11-inch, and an electronic copy (PDF).

TASK 5 – PERMITTING

Jones Edmunds anticipates that the project will require an Environmental Resource Permit (ERP) from SJRWMD and an Individual Permit from the USACE. Prior to 75% design we will attend a pre-application meeting with SJRWMD. We will use the County-approved 75% Design Plans to develop the permit applications. We will prepare the permit documents for County signature and will submit the permit packages to the appropriate agencies. We will also submit a permit application for the County Development Review for Floodplain Compensation and Right of Way permitting. Jones Edmunds will be responsible for the permit fees, as a reimbursable not-to-exceed expense of \$11,260.

The following deliverables will be provided:

- SJRWMD Individual ERP application.
- USACE Individual Permit application.
- County Floodplain Compensation and Right of Way Permit application (If necessary)
- Up to 2 RAI responses for each agency

TASK 6 – BID-PHASE SERVICES

Jones Edmunds will perform the following Bid-Phase Services:

- Coordinate Front-End documents with the County.
- Attend a Pre-Bid Meeting.
- Respond to bidder questions.

TASK 7 – SERVICES DURING CONSTRUCTION

Jones Edmunds will perform the following Services During Construction:

- Prepare for and attend a Pre-Construction meeting with the County and the Contractor.
- Review up to fifteen technical submittals and five requests for information (RFIs).
- Conduct one Substantial and one Final Completion walkthrough.
- Conduct monthly site visits to observe construction operations (eight site visits).
- Certify permit closeouts.

SCHEDULE

The project schedule will be mutually agreed by the County and Jones Edmunds. Table 1 presents the proposed project schedule:

Table 1 Project Schedule

Task	Duration	Start Date	End Date
Notice to Proceed (Assumed)	1 day	May 26, 2020	
Kick-off Meeting	4 days	May 26, 2020	May 29, 2020
Data Collection	60 days	May 26, 2020	July 25, 2020
75% Design	75 days	July 25, 2020	October 25, 2020
Permitting	120 days	October 25, 2020	April 25, 2021
90% Design	60 days	December 24, 2020	February 20, 2021
Final Design	60 days	February 20, 2021	April 21, 2021
Bidding	90 days	May 26, 2021	August 21, 2021
Construction	345 days	August 21, 2021	August 1, 2022

We assume that the County will require a 1-week review period to review each submittal.

COMPENSATION

Based on the Scope of Work described above, Table 2 presents compensation payable by the County to Jones Edmunds on a lump-sum fee, percent-complete basis:

Table 2 Compensation

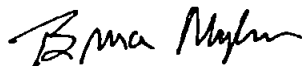
Tasks	Total Cost
Task 1 - Project Management, Meetings, and Communications	\$ 99,667
Task 2 - Data Collection	\$213,282
Task 3 - Drainage Improvement Plans	\$22,476
Task 4 - Design	\$276,390
Task 5 - Permitting	\$76,393
Task 6 - Bid-Phase Services	\$16,929
Task 7 - Services During Construction	\$57,751
Total	\$762,889

PROPOSAL CLARIFICATIONS

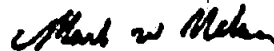
- Public Works staff familiar with drainage and roadway management in the County will be available for questions throughout project.
- Real Estate staff familiar with real property in the County will be available for questions throughout project.
- Archaeological surveying and permitting are excluded from this Scope of Work.
- Coordinating historical preservation is excluded from this Scope of Work.
- Hazardous materials (asbestos, metals, and polychlorinated biphenyls) investigation, testing, analysis, and abatement design are excluded from this Scope of Work.
- The Project Site is assumed to be free of soil and groundwater contamination.
- All Plans and Specifications will be prepared using English units.
- Any Easements required for the project will be prepared and obtained by the County.
- Landscaping plans are not included in this proposal.

If you have any questions or comments, please feel free to contact me at (352) 377-5821 or via email at mnelson@jonesedmunds.com.

Sincerely,



Bruce E. Myhre, PhD, PE, PMP
Project Manager
730 NE Waldo Road



Mark W. Nelson, PE
Project Director
Gainesville, Florida 32641

G:\19270-StJohnsCounty\MKTG\2018\95242-283-18 San Diego Road Drainage Improvements\2018-07-31_PR_SanDiegoRdDrainImps.docx

Attachment: Project Fee Estimate



St. Johns County Board of County Commissioners

Purchasing Division

June 23, 2020

Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, FL 32641

**RE: RFQ No: 20-21 – Professional Engineering Services for Three (3) CDBG-DR
Transportation & Drainage Projects
Master Contract No: 20-MCC-JON-11984**

Dear Mr. Nelson,


Attached, please find for your records a fully executed original copy of your Master Contract Agreement for the above referenced project.

All work under this contract will be authorized by Task Orders. No work shall be performed without an executed Task Order, issued by the SJC Purchasing Department. In the event the County requests a proposal from your firm regarding a specific project, any and all instructions for the proposal will be included in the request.

If you have any questions regarding this contract, you may contact me via the information below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department


April Bacon
Purchasing Buyer
(904) 209-0160 – Direct
(904) 209-0161 – Fax
(904) 209-0150 – Main
abacon@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing RFQ 20-21 – Master Contract File